

DECLARATION OF HAN TRINH

I, HAN TRINH, declare:

1. I make this Declaration in support of the Motion for Allowance and Payment of Administrative Expense of Greyson Law Center, PC (“Greyson”).

2. From when Greyson Law Center PPC (“Greyson”) was incorporated as a California corporation on 5/12/23, to present, I have been the administrator of Greyson, administering Greyson’s client files, and hiring/firing/assigning/monitoring Greyson’s attorney staff. I have personal knowledge of everything in this declaration, and could and would testify competently thereto, if called on to do so at trial or hearing.

3. On 6/2/23, Trustee Marshack, by his attorney Celentino, and by Celentino’s field agents, locked Scott Eadie, Jayde Trinh, and me out of Greyson’s office. That lockout was done pursuant to the 5/26/23 Lockout and Preliminary Injunction Order, which Celentino had obtained based on the **false allegation** that Greyson was an alter ego of debtor LPG, when Greyson was not an alter ego of LPG, and instead was a **direct competitor of LPG**. The lockout started on 6/2/23 and my office was never unlocked after 6/2/23. Celentino demanded that all Greyson personnel (except not me, Jayde and Scott Eadie) should come in to Greyson and work pursuant to the supervision of Celentino’s field agents. Some did so, and none of them were ever paid by Celentino for their work . On 6/2/23, Trustee/his field agents seized or froze everything that Greyson had. This included

1 Celentino's field agents seized my computer, Jayde's computer and Scott Eadie's
2 computer, and all the other computers that were in the Greyson offices, and
3 demanded that the Greyson IT personnel give Celentino's field agents access to
4 the data in the computers, which Greyson IT personnel did, including access to
5 those computers' "cloud data storage". On 6/2/23, I and Scott Eadie and Jayde
6 were locked out of the computers/their data/the cloud data storage. Celentino/his
7 field agents never returned the computers, to present, and never allowed me or any
8 other Greyson personnel to access the data in those computers (or their cloud
9 storage) to **present**. Celentino's field agents accessed the Greyson LUNA
10 account, which contained the client files of Greyson's 48 clients, and was how
11 Greyson managed Greyson's clients. I was locked out from the LUNA account on
12 6/2/23. The field agents seized and removed, from Greyson's office space, boxes
13 of Greyson checks, one box for each of Greyson's 6 bank accounts, none were
14 ever returned to **present**. Celentino/field agents seized Greyson's bank accounts
15 (after demanding and receiving the log in credentials from me, for those bank
16 accounts; and seized Greyson's payment processors accounts. Celentino/his field
17 agents demanded from Greyson's IT staff the managing access to Greyson's
18 hundred-plus emails, got that access and then progressively locked Greyson
19 personnel out of those emails, from 6/2/23 and continuing to 6/13/23 (and never
20 gave access to those emails back to Greyson to **present**). Celentino/his field
21 agents seized Greyson's website/domain (and never gave access to Greyson's

1 domain back to Greyson to present), which prevented clients and others from
2 communicating with Greyson through the Greyson website. Celentino/his field
3 agents seized and locked Greyson out of Greyson's LUNA client management
4 account until 7/7/23. Celentino/his field agents redirected Greyson's US mail to
5 Celentino, promised to forward that mail to Greyson, and never did so to present,
6 despite telling the Court he would do so. What Celentino/his field agents did
7 effectively shut down Greyson's ability to operate, for two months after 6/2/23.
8 Despite this, I continued doing administration work for Greyson, as soon as I was
9 released from the lockout on 6/12/23, to present, as best I could.

13 4. Jayde and I had managed legal operations at debtor Litigation Practice
14 Group PC ("LPG"). We had interviewed, hired, and trained attorneys together,
15 and had basically built LPG's attorney network from scratch. Jayde would
16 supervise the attorney network while I made sure lawsuits were being processed
17 and assigned to the attorney network in a timely manner. Before us, LPG was only
18 using 1099 attorneys. The attorney network Jayde and I built together were mostly
19 W-2 attorney employees of LPG. There were 5-6 attorneys that remained 1099 as
20 an exception due to the relationship they and their firm built with LPG. After LPG
21 started letting people go due to lack of funds, some of the attorneys found work
22 elsewhere as 1099 (independent contractors, paid by accepted assigned
23 lawsuits/cases). Many of LPG's attorneys became W2 attorneys at Oakstone Law
24 Group for a brief amount of time, and did additional work at Consumer Legal

1 Group, Phoenix Law Group, and other law firms, as 1099 independent contractors.
2 The network of attorneys that LPG and Phoenix were previously using was
3 Jayde's and my network of attorneys that we established at LPG. They followed us
4 to Greyson Law Center PC.
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6 5. The Greyson entity incorporated on 3/9/23 as California corporation
7 5561924 (I'll call it "Greyson ONE") was financially supported by Eng Taing
8 through his investment business/company/entity Touzi Capital and/or personal
9 funds, or so Eng Taing claimed. Greyson ONE was incorporated on 3/9/23,
10 because Oakstone, where Eng Taing and Scott Eadie and others were working was
11 in financial trouble. After my consultation period with Eng Taing and Scott Eadie,
12 I told them that Oakstone was so badly managed it could not survive, including
13 because Oakstone had former LPG clients, which were liabilities, more than
14 assets. I told Eng Taing and Scott Eadie that they should hand over Oakstone's
15 clients to any law firm that would take these clients and start over. To be clear,
16 Jayde Trinh and I were never employees of Oakstone Law Group PC.
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18 6. Jayde and I supervised the team of Greyson ONE attorneys. But
19 Greyson ONE was short lived. There were many problems and disagreements at
20 Greyson ONE, between Eng Taing, and Scott Eadie, and it soon appeared that Eng
21 Taing was using Greyson ONE as a "back channel" to pay Eng's investors, with
22 the result that there was no money to pay Greyson ONE's payroll and expenses.
23 Jimmy Chhor, Eng Taing's cousin, dissolved Greyson ONE on 5/2/23. On
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1 5/11/23, an unknown number sent a screenshot to the attorneys working for
2 Greyson ONE, showing Greyson ONE was dissolved. The records of the
3 California Secretary of State report Greyson ONE as “terminated” (attached to
4 Declaration of Kathleen P. March, Esq. to this Motion).
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6 7. The present Greyson Law Center PC (“Greyson” herein) was
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8 incorporated on 5/12/23, CA corporation no.5714736, by Scott Eadie, who was,
9 and at all times has been, the 100% shareholder of the 5/12/23 Greyson Law
10 Center PC.
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12 8. Greyson attorneys were hired by Phoenix Law Group, Consumer
13 Legal Group, and other law firms to work cases for those entities, because those
14 entities had no attorneys. Scott, Jayde, and I held multiple network meetings with
15 the Greyson attorneys and determined that Phoenix Law and Consumer Legal
16 should pay Greyson, for using Greyson attorneys, and then Greyson would pay
17 Greyson’s attorneys.
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20 9. Scott Eadie, Jayde, and I determined that the range of what attorneys
21 were being paid per case by other law firms, ranged from \$1,400-\$2,500. Scott,
22 Jayde, I, and the Greyson attorneys, settled on charging Phoenix and Consumer
23 Legal, and other law firms that used Greyson’s attorneys, \$2,000 per case, to be
24 paid to Greyson, to use Greyson’s attorneys. \$2,000 per case was a low amount,
25 considering Greyson had to pay the attorneys, had to pay rent, and other overhead,
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27 to supply attorneys nationwide.
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1 10. Phoenix Law Group had not yet paid a lot of the Greyson attorneys'
2 1099 invoices so those attorneys told Phoenix to just pay Greyson directly instead,
3 and Greyson would pay those attorneys. Phoenix rarely paid any invoices our
4 attorneys sent to them as 1099 contractors on time and that was no different when
5 Greyson started being the one issuing invoices, which put Greyson in a bind of
6 never making payroll on time. By the time Phoenix said it had funds to pay for
7 work by Greyson attorneys, I just told them to send the wire in the amount due for
8 that payroll. That left a large amount still owed to Greyson by Phoenix, which was
9 a bad situation for Greyson.
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12 11. A considerable number of clients of Phoenix Law Group and
13 Consumer Legal Group were unhappy with those firms and told our Greyson
14 attorneys that they wanted to hire our attorneys directly. Our attorneys would state
15 that they work for Greyson and basically informed their contracted clients that
16 they had the right to choose who handles their files/accounts. If the clients wanted
17 to hire our attorneys directly, they were welcome to check out Greyson if they
18 were interested. That was how we obtained Greyson's first 48 clients—they had
19 been clients of other law firms, but they signed contracts to switch to Greyson
20 representing them.
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22 12. While Greyson was working on building its client base, the lockout
23 order and preliminary injunction were executed on Greyson, on Friday,
24 06/02/2023.
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1 13. The first time I ever heard about a Trustee, the lockout order, and the
2 preliminary injunction against Greyson was when Tony Diab phoned me and
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4 asked me to come onto a three-way call with Tony Diab and Special Counsel to
5 the Trustee, Christopher Celentino, on 06/02/2023.

6 14. It was totally unexpected when Diab phoned me, saying Celentino
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8 wanted to speak with me. I asked Diab who Celentino was. Diab told me
9 Celentino would explain who he was and what was going on. I told Diab he could
10 merge me into the three-way call with Diab and Celentino. Celentino asked me if I
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12 knew he was, and I told him no.

13 15. Celentino told me that Marshack has been appointed as Chapter 11
14 Trustee, that Celentino was Marshack's special counsel, that Tony Diab was no
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16 longer in control of debtor LPG, that Marshack was now in control of debtor LPG,
17 and that Marshack had obtained an Order of the Bankruptcy Court locking out
18 Greyson personnel from the Greyson Law Center PC office located at 3345
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20 Michelson Dr., Irvine, CA, 92612, Suite 400 and enjoining Greyson personnel
21 from touching anything related to Greyson.

22 16. Celentino told me that Celentino would like to be able to go back to
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24 Judge Clarkson and let him know that I have been fully cooperative and helpful,
25 since it would work better in my favor if I were to do as Celentino requested.

26 17. Celentino told me he was aware I had sent everyone home. I told
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28 Celentino that it was a well-known protocol amongst Greyson employees that if

1 they were not paid on time, they were allowed to go home, with no consequences
2 against them, until they received their pay. I also told Celentino that staff had
3 heard a huge commotion going on next door to Greyson's office, at Phoenix Law
4 Group. For everyone's safety, I had Greyson's human resources department tell all
5 Greyson personnel to leave the Greyson premises. I was not aware that it was the
6 Trustee's personnel that were next door at Phoenix Law Group, locking the
7 Phoenix personnel out of Phoenix Law Group. Everyone at Greyson assumed that
8 the commotion at Phoenix Law Group was another angry Phoenix Law Group
9 investor coming to demand money from Phoenix Law Group, in a belligerent way.

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13 18. Celentino told me to tell Greyson's staff to return to work at Greyson.
14 He did NOT pay the Greyson staff for coming back and working at Greyson, and
15 he never paid them. I told Celentino that when I got off the call with him, I would
16 have Greyson's HR person to notify Greyson's staff to come back to work at
17 Greyson.
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20 19. Celentino asked me to give Celentino an email to contact me through,
21 so he could send me the court papers, so I gave him my work email,
22 admin@greysonlawpc.com. After getting off the phone with him, I received an
23 email from Celentino saying I consented to the use of email and that on behalf of
24 Greyson Law Center PC, which I had not agreed to do. But I replied to Celentino
25 that I had received the document that he had served on me, for Greyson Law
26 Center PC (**Exhibit A**).
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1 20. Since I did not fully understand the extent of the lockout and
2 Injunction Order, I called Celentino on Monday, 06/05/2023. He asked me
3 questions regarding Greyson and my involvement with Tony Diab. I told
4 Celentino that **Greyson had NO involvement with Tony Diab**. I told Celentino
5 that the only continued relationship Jayde Trinh and I had with Tony Diab and
6 Dan March, Esq, had ended when Jayde and I were locked out of Greyson's
7 offices on 6/2/23, was that, up to 6/2/23, Jayde and I had continued to oversee the
8 thousands of lawsuits of LPG clients, which were active litigations, answering the
9 many daily emails from LPG clients who wanted to know where were there
10 attorneys and what was the status of their cases.
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14 21. I told Celentino that he had no idea how difficult it had been for me
15 and Jayde, working at LPG, and that I hated Diab, and that Diab had no link to, or
16 part in, Greyson.
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18 22. I also warned Celentino, that to my knowledge, the people (Russell
19 Squires, Gary Depew, and Alex Rubin) who were appointed by the Trustee to run
20 Greyson, during the lockout on 6/2/23 onward, were related to Validation Partners
21 LLC and Morning Financial LLC --unsecured creditors of LPG. I told Celentino
22 that Validation Partners and Morning Financial were competitors of Greyson, so
23 they should **not** be running Greyson during the lockout. Celentino did not respond
24 to me about that concern but said he would like to hear more from me and that
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1 maybe we could meet that Wednesday, 06/07/2023. I told Celentino: absolutely.
2 05/03 status conference
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4 23. Between Monday (6/5/23) and Wednesday (6/7/23), I received
5 various emails from Celentino's office, including an email from Jonathan Serrano
6 requesting my home address for mailing purposes (which is how I was served the
7 adversary proceeding documents in the mail that I received later in the week)
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9 **(Exhibit B)**. Another email I received from Jonathan Serrano requested that he
10 wanted me to hand over a list of all Greyson employees, including their titles and
11 salaries in a three-column spreadsheet **(Exhibit C)**. I thought that was strange
12 since I did not see how that would assist Celentino in their investigation, but I
13 instructed HR to do so.
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16 24. Jayde and I were locked out of the offices we occupied at Greyson,
17 from 6/2/23 through the sale of LPG assets to Morning Law Group 8/4/23, which
18 ended with my personal belongings being sold off to Morning Law Group as well.
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20 25. Many of Greyson staff members were emailing Celentino's team--
21 Jonathan Serrano, Edward Hayes, Christopher Ghio, Trustee personnel etc. --
22 asking them what was going on and when would they be paid by Trustee, since
23 Trustees' field agents (Lori Bicher/Ensley, Gary Depew Alex Rubin, and Russell
24 Squires) had taken over Greyson's operations, as of 6/2/23, and had told the rest of
25 the Greyson staff (not me and Jayde) that the rest of the Greyson staff were to
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28 come back to Greyson to continue working as usual.

1 26. Since there was much resistance from the Greyson employees,
2 Celentino asked me if Jayde and I could relay the Trustee's message to the
3 Greyson's employees if the Trustee's field agents were to gather the Greyson
4 employees together. "Indeed, we will gather them all together and put you both on
5 speak(er) so you and Ja(y)de can express this sentiment to all the employees"
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7 **(Exhibit D).**

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9 27. I did not respond to that email because I felt at a loss and
10 uncomfortable. My thought process was, I was supposed to be locked out of
11 everything related to Greyson and Judge Clarkson's preliminary injunction froze
12 everything at Greyson, so it seemed wrong for me to try to convince Greyson staff
13 to keep working, when they had yet to be paid, and had no commitment that the
14 Trustee would pay them.
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17 28. On Wednesday, 06/07/2023, I called Celentino again to see when and
18 where we would be meeting that day. I left him a voicemail. When it was getting
19 late in the day, I decided to call his law office, Dinsmore & Shohl LLP, and
20 requested to speak to him or someone from his office. I was told they would pass
21 on my message. Instead of getting a call, I got an email from Celentino directly.
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24 29. Celentino's email to me stated Celentino wanted to make sure that I
25 knew the Order I had been served on me required me to appear before Judge
26 Clarkson on 06/12/2023 at 1:30PM. **(Exhibit E).** I responded that I had reviewed
27 all the court documents that I received and that I could not find where it stated that
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1 I was required to appear. I also asked if we were going to still be meeting.
2 Celentino then emailed back to me, stating that “it looks like you were accidentally
3 left out of the first round of the order. We will fix that for future appearances and
4 depositions. I wouldn’t want Judge Clarkson to miss your testimony about you and
5 Ja(y)de being the brainchildren behind Greyson, your anger, and your complete
6 disassociation from Tony in all respects, and your alleged complete lack of
7 involvement in the operations that appear to have seriously hurt clients and
8 creditors. There is no reason for us to meet until after hearing before Judge
9 Clarkson on Monday. His direction will guide further action” (**Exhibit F and**
10 **Exhibit G**). I do not know if that was in response to me not passing on the
11 message to Greyson’s staff like he wanted or he had not planned on meeting me at
12 all to begin with.

17 30. Greyson staff members were continuously emailing Celentino and the
18 Trustee’s Personnel (and copying me), regarding their payroll, wanting to know
19 why they had to continue working if they were not being paid, and informing them
20 that Greyson’s operations were falling apart (**Exhibit H, Exhibit I, Exhibit J,**
21 **Exhibit K, Exhibit L, Exhibit M, Exhibit N, Exhibit O, Exhibit P, Exhibit Q**
22 **and Exhibit R**). Greyson’s HR person had sent multiple emails to Celentino and
23 other Trustee Personnel regarding how to go about payroll and how she should
24 proceed with her duties (**Exhibit S and Exhibit T**) with no response until a couple
25 of days later, she got a response that just stated, “okay”. If other staff members did
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1 receive a response from the Trustee, it was a copy and paste response that attorney
2 Jonathan Serrano was sending out to everyone (**Exhibit U**).

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4 31. Celentino emailed one of Greyson's W-2 CA attorneys, Israel Orozco,
5 asking if Scott Eadie (who was the managing attorney for Greyson) was a lawyer,
6 and stating that Jayde Trinh (who is an attorney) was not a lawyer, and asking
7 which lawyer was supervising Greyson Law Center (**Exhibit V**). Scott Eadie is
8 Greyson Law Center's Managing Attorney. Attorney Orozco responded with an
9 explanation as to who Scott Eadie and Jayde Trinh were and their job descriptions
10 (**Exhibit W and Exhibit X**). Celentino responded that he would reach out to Scott
11 and Jayde, but never did so, from the Lockout and Preliminary Injunction Order on
12 6/2/23, to present (**Exhibit Y**).

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16 32. I attended the Bankruptcy Court hearing held 6/12/23. At the
17 bankruptcy court hearing on 06/12/2023, Trustee's attorney, Celentino, admitted
18 that Greyson was NOT an alter ego of debtor LPG. Pages 33-34 of the 6/12/23
19 court transcript where Celentino admitted this are attached as Exhibit G to the
20 Declaration of Kathleen P. March, Esq. to this Motion.

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22 33. Greyson was a direct competitor with LPG, not an alter ego of
23 LPG. Greyson was doing the same business as LPG had been doing (representing
24 consumer clients in defending them against debt claims made by creditors,
25 including defending those clients in court suits, if necessary). But Scott Eadie,
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1 Esq, Jayde, I, and the Greyson W-2 and 1099 attorneys, were trying to do that
2 business better than LPG, and other law firms that were doing that business.

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4 34. It was **unfair competition** by LPG against Greyson, that Trustee
5 Marshack/Celentino/Trustee's field agents locked Scott, Jayde, other Greyson
6 personnel, and me out of Greyson's office, and froze all Greyson's property and
7 data, on 6/2/23 , **then froze even more Greyson systems data on 6/12/23**, when
8 Trustee's attorney Celentino had obtained the 5/26/23 Lockout and Preliminary
9 Injunction Order as to Greyson—by sealed motion, with no notice to Greyson-- by
10 making the **FALSE** allegation that Greyson was the alter ego of debtor LPG (the
11 allegation Celentino admitted was false, at the 6/12/23 court hearing).
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14 35. LPG's bankruptcy estate has a duty to pay Greyson for the damage
15 that Celentino and Celentino's field agents caused to Greyson, by getting that
16 lockout order and preliminary injunction, by the false "alter ego" allegation, and
17 pay Greyson for the further damage that Trustee caused Greyson, by failing to
18 undo the lockout and by failing to immediately after the 6/12/23 court hearing,
19 unfreeze all the Greyson items and data that Trustee/Celentino/Trustee's field
20 agents had locked using the preliminary injunction—Celentino has never unlocked
21 Greysons' emails to present--so Greyson could regain access to Greyson's own
22 data, to present.
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27 36. **Celentino and his Field Agents Seized/locked Greyson's LUNA**
28 **account and database (which Greyson used to Manage Greyson's clients) on**

1 **6/12/23—after the Court hearing where Celentino Admitted Greyson was Not**
2 **an Alter Ego of LPG--and did NOT Restore Greyson's Access to LUNA until**
3 **7/7/23, despite Greyson's attorney Plazak demanding on 6/13/23 that**
4 **Celentino return access to LUNA to Greyson.** On Greyson's LUNA account,
5 Greyson could only access/see Greyson's clients, and could not see clients of any
6 other law firms that also used LUNA software.
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9 37. Celentino and Trustee personnel locked Greyson out **completely** from
10 accessing Greyson's LUNA account, **after** the court hearing on 6/12/23, despite
11 the fact that, at the court hearing on 6/12/23, Celentino admitted, to the Court, on
12 the record, that Greyson was NOT an alter ego of LPG. Celentino had no basis for
13 locking Greyson out of accessing Greyson's LUNA account, after the 6/12/23
14 hearing, in which Celentino **admitted** Greyson was NOT an alter ego of LPG
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17 38. I told Celentino several times that on Greyson's LUNA account,
18 Greyson could only access/see Greyson's clients, and could not see clients of any
19 other law firms that also used LUNA software. Despite my explaining this to
20 Celentino, repeatedly, Celentino refused to allow Greyson to access Greyson's
21 LUNA account, until a month later with a time limit of two weeks to gather all the
22 necessary data before the login credentials provided would expire. Locking
23 Greyson out of its data has severely damaged Greyson.
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1 39. I told Celentino (through Plazak) that I was personally paying for
2 Greyson's domain and Microsoft Office account and in no way was funding from
3 LPG or its alter egos, contrary to what Celentino was alleging. Celentino not
4 giving Greyson back its Microsoft Office account and domain was detrimental in
5 more ways than one. Most of Greyson's mail was being scanned and received in
6 Greyson's contact@greysonlawpc.com inbox. The rest of the mail was being
7 delivered to Greyson's office at 3345 Michelson Drive, Irvine, CA 92612, Suite
8 400. At the 6/12/23 hearing, it was agreed upon that Greyson's "mail continue
9 going to the Trustee, but the Trustee immediately reviews all mail that is going to
10 Greyson and immediately turn it over if they feel that it would otherwise
11 maintaining it would interfere with Greyson's operations. They could act as a
12 gatekeeper but do it quickly." Celentino responded, "Quickly, your honor, is fine."
13 Attorney Plazak asked for clarification, "by 'quickly', my assumption would be
14 one to two business days?" The court affirmed, "That's what I think." Celentino
15 stated that if they would be allowed to actually scan it to him, we can do it pretty
16 quick. So it's not a problem" (6/12/23 Hearing Transcript pgs. 245 and 246; full
17 6/12/23 court hearing transcript is Exhibit G to March Decl). The Trustee
18 interfered with Greyson's operations by not making sure that Greyson's mail was
19 being forwarded, sent to, and received by Greyson. Lawsuits that Greyson clients
20 mailed and emailed to Greyson were never received, checks clients mailed into
21 Greyson were also lost, etc. By not returning Greyson's domain

1 (greysonlawpc.com), Greyson was not able to update Greyson's website with new
2 contact information in hopes Greyson's clients would be able to reach them since
3 the Trustee did not return Greyson's 48 seized client files to Greyson for a month
4 after the 6/12/23 hearing.
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6 40. It was **illegal interference with Greyson's LUNA account and**
7 **data—which was Greyson's property**-- for Celentino to lock Greyson out of
8 Greyson's LUNA account on 6/12/23, **after** the hearing on 6/12/23, and keep
9 Greyson locked out of Greyson's LUNA account until 7/7/23. Celentino's
10 conduct constituted the **conversion** (unlawful taking) of Greyson's LUNA account
11 and data, which I understand is a tort. Because Greyson was a direct competitor of
12 LPG, Celentino converting Greyson's LUNA account and data, constituted **unfair**
13 **competition**, by LPG, with Greyson.
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17 41. Greyson attorney Plazak emailed Celentino on 6/13/23, requesting
18 Celentino to give Greyson access to Greyson's LUNA account and data, which
19 Celentino had finished seizing after Court on 6/12/23.
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21 42. **It was not until 7/7/23 that Celentino/his field agents handed over**
22 **temporary login credentials to Greyson, to allow Greyson to re-access LUNA**
23 **so that Greyson could access Greyson's client list and manage the clients' services.**
24 **Those were temporary login credentials which would expire in two weeks'**
25 **time.**
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1 43. Greyson's W-2 attorney employees used Greyson's LUNA account to
2 list and manage the services for the clients that each of those attorneys was
3 servicing for Greyson. They were also given individual accounts to Phoenix Law
4 Group's LUNA account and individual accounts to Consumer Legal's Debt Pay
5 Pro account by those law firms directly so that they could be able to access
6 information regarding clients they were representing when assigned a case. From
7 my knowledge, they were to leave documentation regarding the status of the case
8 assignment and all communications with the clients in each of those law firms'
9 database so that those law firms would be up to date regarding the status of the
10 lawsuit and be able to provide updates to their clients when necessary. Only
11 Greyson attorneys were given access to those law firms' CRM. Greyson itself and
12 non-attorney staff had no means of access to any clients other than Greyson's.
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17 44. When Celentino finalized locking Greyson out of Greyson's LUNA
18 account and emails, on 6/12/23, after Court that day, lockout also included
19 locking Greyson's W-2 attorney employees out of the Greyson LUNA account,
20 preventing Greyson's attorneys from accessing the data on clients they were
21 appearing for in lawsuits. Celentino/his field agents refused to allow Greyson's
22 W-2 attorney employees to access to any of their client data on Greyson's LUNA
23 account, unless each Greyson attorney sent Celentino and additional people (Alex
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1 Rubin, an employee of Validation Partners LLC) a copy of their current
2 employment agreement/contract with Greyson.
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4 45. Celentino had no right to demand this because Greyson's contracts
5 with Greyson's attorneys were property of Greyson, and **LPG was a direct**
6 **competitor of Greyson**. In addition, Jonathan Serrano, Esq., an attorney of
7 Celentino's firm demanded—though he had no right to demand this—that I give a
8 list of all Greyson employees and what each of them was paid. Greyson's Human
9 Resources Director gave this list to Serrano, and thereafter, Morning Law Group
10 (winning buyer of LPG's assets at the 8/4/23 bankruptcy court sale of the LPG
11 assets) "poached" (i.e. hired away from Greyson, to work for Morning Law
12 Group) almost all of Greyson's W-2 attorneys, obviously using Greyson's list,
13 which Trustee had no right to give to **Morning Law Group, which was a**
14 **competitor of Greyson**. Greyson employees were even receiving insurance cards
15 with Resolution Processing LLC, the processing center used by Morning Law
16 Group, as their listed employer around early September 2023.
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22 46. Morning Law Group was the winning buyer of debtor LPG's assets, at
23 the sale held by the Bankruptcy Court on 8/4/23 and "poached" Greyson's
24 attorneys shortly thereafter. Morning Law Group, Resolution Processing, and
25 Phoenix Law Group have many of the same employees and/or former employees.
26 To my knowledge, former defendants within the adversary, Phoenix Law Group's
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1 Managing Attorney William Ty Carss and Director of Operations Maria Eeyah
2 Tan are now official employees of Resolution Processing. On 6/2/23, when
3
4 Celentino and the Trustee field agents executed the lockout and preliminary
5 injunction on Phoenix Law Group and Consumer Legal Group--which are LPG's
6 "alter egos"--these field agents also executed the lockout and preliminary
7
8 injunction on Greyson (wrongful as to Greyson, because by Celentino admitted,
9 at the 6/12/23 hearing, that Greyson is NOT to be an alter ego of LPG). Celentino
10 and field agents took everything of all 3 entities.
11

12 47. The Greyson data seized included all Greyson's protocols for
13 servicing clients and included all Greyson's trade secrets. Greyson's protocols,
14 confidential employee and client information, and trade secrets are now being used
15 by Morning Law Group, the buyer at the 8/4/23 sale, and its processor, Resolution
16 Processing LLC. One of the Trustee's field agents, Gary Depew, who was present
17
18 to seize the assets of all these entities, is the Chief Strategy Officer of Resolution
19 Processing LLC, which is the B2B company that is servicing buyer Morning Law
20 Groups' clients, which are the LPG clients that Morning Law Group purchased in
21
22 the LPG asset sale held 8/4/23. Gary Depew is also the Co-Founder and Chief
23
24 Operating Officer of Morning Financial LLC. Seizing Greyson's protocols for
25 servicing clients, and seizing all Greyson's trade secrets, and locking Greyson out
26
27 from using Greyson's data, was and is wrongful. But it is obvious that these field
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1 agents who seized the data that shows Greyson's protocols for servicing clients,
2 seized the data including all Greyson's trade secrets, which is now conveniently
3 accessible to Resolution Processing LLC and Morning Law Group, is illegal use of
4 Greyson's proprietary data, and is unfair competition against Greyson by Morning
5 Law Group and Resolution Processing.
6

7
8 48. During the 6/2/23 lockout Celentino's staff seized my computer,
9 managing attorney Scott Eadie's computer, and all the other computers in the
10 Greyson offices, and **have never returned those computers to Greyson, and**
11 **never allowed Greyson to access Greyson's data in Greyson's computers, to**
12 **present.** Celentino required the Greyson IT staff to give him access to the data in
13 those computers, and the IT staff did so, including to those computers' "cloud"
14 storage. I, Jayde Trinh and Scott Eadie were all locked out of accessing those
15 computers' "cloud storage" and no longer had the computers themselves, as the
16 field agents took them all on 6/2/23. This cut Greyson off from all the data and
17 documents stored on all those computers, including stored on the "cloud storage"
18 of those computers.
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23 49. Celentino only got the 5/26/23 Lockout and Preliminary Injunction
24 Order against Greyson, based on the **false allegation** that Greyson was the alter
25 ego of debtor LPG. When Celentino admitted, at the 6/12/23 hearing, that
26 Greyson was NOT the alter ego of LPG, Celentino **had a duty to immediately**
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1 **UNDO the lockout order and UNDO the preliminary injunction**, as to

2 Greyson. (Discussed in March Decl to this Motion). But instead of requesting the
3 Court to UNDO the Lockout and Preliminary Injunction, as to Greyson, Celentino
4 kept Greyson locked down for months, and for some things, kept Greyson locked
5 down to present.
6

7
8 **50.** My understanding, from attending the 6/12/23 hearing, was that all
9 Greyson personnel, including Scott, Jayde, and I, who had been locked out of our
10 offices at Greyson, on 6/2/23, were allowed to return to our offices at Greyson, and
11 that Trustee/Celentino/Trustee's field agents, would give Greyson back access to
12 Greyson's bank accounts, payment processors, email, client files, domain, and to
13 everything else that Trustee/Celentino/Trustee's field agents had frozen, on 6/2/23.
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16 **But this did NOT happen, to present.**

17 **51.** Attorney Douglas Plazak represented Greyson at the 6/12/23 hearing.
18 The day after the 6/12/23 hearing, Celentino emailed Plazak, demanding that
19 Plazak show Celentino signed retention agreements for our 48 clients that had
20 moved to Greyson, from LPG and other firms, before he would hand over the 48
21 client files (which had been seized in the Lockout of Greyson on 6/2/23) back to
22 Greyson (**Decl Plazak**). Attorney Plazak responded stating that the LPG
23 bankruptcy estate had seized, and therefore had access to, Greyson's LUNA
24 Customer Management Relationship account, while Celentino/his field agents, had
25 frozen/locked Greyson out of accessing Greyson's LUNA account, with the result
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1 that Celentino had the capability to confirm the status of the Greyson's clients,
2 while Greyson did not have access to do so. Plazak requested Celentino to Trustee
3 to immediately return to Greyson, Greyson's 48 client files which Celentino's field
4 agents had taken. (see **Decl Plazak to this Motion**). But Celentino delayed
5 returning the 48 client files for a month, with the result that Greyson lost 22 of the
6 48 clients, because the clients and Greyson could not contact each other for a
7 month.
8
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10 52. At the 6/12/23 hearing, Celentino had stated, "They [Greyson] have
11 nothing to do with the transferred operation of LPG that's in the hands of
12 Phoenix. And they can do with those 48 clients with the Court's blessing—it
13 would be the trustee's request—they can do with those 48 clients and the 90
14 employees and the 28 attorneys whatever they wish" (**Transcript of 6/12/23**
15 **Hearing pg. 228 is attached as Exhibit G to March Decl**). "We don't want to
16 manage Greyson. We don't want any interaction with Greyson. We will not pay
17 the payroll of Greyson. And we want that to be clear because that's what the TRO
18 says, there is to be no movement of monies" (**Transcript of 6/12/23 Hearing pg.**
19 **227**).
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24 53. But what Celentino said at the 6/12/23 hearing was NOT how he
25 acted. After the 6/12/23 hearing Celentino finalized locking Greyson out of
26 Greyson's LUNA account, which was the software Greyson used to keep track of
27 and service its clients. Doing that made it even more difficult for Greyson to try to
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1 operate. Celentino/his field agents actions toward Greyson, after the 6/12/23
2 hearing, were aimed at keeping Greyson shutdown—so Greyson could not
3 compete effectively with LPG/Phoenix, and so Phoenix could take Greyson’s 22
4 high fee clients. Celentino obviously gave Phoenix access to Greyson’s 48 client
5 files, and did not give those files back to Greyson, until Phoenix had taken those of
6 Greyson’s clients that Phoenix wanted (the 22 high fee clients).
7
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9 54. Trustee/Celentino/Trustee’s field agents **prevented Greyson from**
10 **operating for 2 months, after 6/2/23, by seizing, then not returning, Greyson’s**
11 **48 client files to Greyson for a month, never returning Greyson’s domain to**
12 **present, never returning Greyson’s access to Greyson’s emails to present,**
13 **seizing on 6/2/23 Greyson’s computers, and never returning Greyson’s**
14 **computer/their data to Greyson to present, never returning access to**
15 **Greyson’s Microsoft Office account to present, and never forwarding**
16 **Greyson’s mail (which Celentino had the US postal service send to Celentino)**
17 **on to Greyson, to present.** The conduct of Celentino/his field agents toward
18 Greyson was certainly negligent. But that conduct was more than just negligence,
19 that conduct constituted **unfair competition by LPG, against Greyson, a direct**
20 **competitor of LPG. It is my understanding that unfair competition is illegal.**
21
22 Celentino had no right to prevent Greyson from accessing everything that the
23 Trustee seized and/or froze on 6/2/23, and had no right to seize Greyson’s LUNA
24 account, which Celentino locked Greyson out of on 6/12/23, **after** the 6/12/23
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1 Court hearing. The 5/26/23 Lockout and Preliminary Injunction order were
2 wrongfully obtained by the Trustee, against Greyson, by the false allegation that
3 Greyson was an alter ego of LPG, when Greyson was a direct competitor of LPG,
4 not an alter ego of LPG. Celentino/field agents locking Greyson out of LUNA and
5 Greyson's emails on 6/12/23, after Celentino admitted to the Court that Greyson
6 was not an alter ego of LPG, was even more wrongful, an Celentino/his field
7 agents **have never let Greyson back in to Greyson's emails to present.**
8

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10 55. It was additionally wrongful that Celentino/field agents demanded that
11 Greyson prove Greyson did not use any listed defendant's money to purchase any
12 of Greyson's property/systems/email, domain, etc. that Celentino had frozen on
13 6/2/23 and 6/12/23, before Trustee would restore Greyson's access to those items
14 **(see Decl Plazak to this Motion).** Even though I had proof that I was paying for
15 Greyson's domain (\$30.16/month), virtual mailbox (\$74.19/month), MyFax
16 Services (\$12/month), and Microsoft accounts (\$2,312.25/month) with my own
17 money, Celentino kept disputing that Greyson had purchased its own domain since
18 he alleged (falsely as I bought that domain, and was paying the monthly fee for
19 that domain) that any monies used by Greyson or even by me personally were
20 stolen from LPG or derived from LPG since it was yet to be determined if I had
21 provided any value to LPG in the first place. Celentino's position was that if
22 Greyson wanted access to its domain and emails, Greyson would have to wait until
23 the Trustee offered to sell those back to Greyson, or Greyson had to give in to
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1 (wrongful) demands made by Celentino/field agents. Celentino/his field agents
2 agents did not even return to Greyson, boxes of blank Greyson business checks,
3 which were clearly Greyson's and were clearly not property of debtor LPG, which
4 Celentino's field agents had seized on 6/2/23.
5

6 56. The way that Celentino and Trustee's field agents acted was an abuse
7 of power. Greyson must properly be allowed and paid the administrative claims
8 against the LPG bankruptcy estate, that Greyson here moves for the \$300,633 of
9 damages Celentino and Trustee's field agents caused to Greyson, and for the
10 \$5,134,000 that LPG alter ego Phoenix owes Greyson, pursuant to the post-
11 petition contract for Phoenix to pay Greyson \$2,000 for each lawsuit where
12 Greyson attorneys appeared for Phoenix, defending Phoenix consumer debtor
13 clients in those lawsuits.
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17 57. Other than Plazak's communications with Celentino, as Greyson's
18 administrator, I was the Greyson employee who had to repeatedly request
19 Celentino/his field agents to return / return access to, everything belonging to
20 Greyson, which Celentino/his field agents had seized/frozen and improperly
21 refused to promptly return to Greyson that the Trustee had improperly taken or
22 frozen. We were so desperate to get back access that I requested Celentino to allow
23 Greyson to access 4 out of Greyson's 100+ email accounts, for 24 hours.
24 Celentino/his field agents still turned down that request, unless Greyson agreed to
25 follow Celentino's demanded protocols—which Celentino had no right to demand.
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1 Celentino denied Greyson access, even AFTER the 06/12/2023 hearing (Exhibit
2 CC).

3
4 58. Creating protocols for Greyson and their employees to follow, and
5 demanding those protocols be followed, is contrary to Celentino's statement at the
6 6/12/23 court hearing, that: "I want to be clear. We don't want anything to do
7 with Greyson" (6/12/23 Hearing Transcript pg. 249).

8
9 59. With no access to Greyson's emails, domain, clients, payment
10 processors, etc., Greyson was pretty much unable to operate, following the
11 aftermath of Celentino and the Trustee's personnel reckless decision to withhold
12 and not return all access. With Celentino denying Greyson and Greyson's W-2
13 attorneys to access Greyson's LUNA account, which Greyson used to manage
14 clients, from 6/12/23 to 7/7/23, Greyson was severely crippled.

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17 60. Celentino/his field agents severely damaged Greyson by Celentino,
18 causing Phoenix NOT to pay Greyson for the services (\$2,000 per case) that
19 Phoenix had contracted to pay to Greyson, to have Greyson attorneys represent
20 Phoenix's consumer debtor clients in lawsuits. That contract and work was after
21 3/2/23, the date on which LPG filed bankruptcy, and so was post-petition
22 contract/services. This includes that Celentino refused to make any payment of
23 Greyson invoices (**Exhibit C**) for services Greyson attorneys performed for
24 Phoenix, which Greyson properly billed and was in the middle of billing Phoenix
25 for. Those invoices remain unpaid to present. Phoenix Law Group and Consumer
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1 Legal Group who were both found to be an alter ego of LPG, so the LPG
2 bankruptcy estate should have paid those invoices for post-petition services but did
3 not do so.
4

5 61. Unable to operate, Greyson had to make the difficult decision to do a
6 mass layoff. The few employees that Greyson rehired, after 6/18/23, took a
7 massive pay cut so Greyson could try to survive what Celentino/his field agents
8 had done to Greyson basically so that the firm could sustain itself.
9

10 62. Celentino said, at the 6/12/23 hearing, that Greyson could do whatever
11 we wish with the 90 employees and 28 attorneys of Greyson. That was contrary to
12 Celentino having told me, on 6/2/23, that I was required to have all Greyson
13 employees return to the office to work, where the Trustee's field agents announced
14 in a meeting with Greyson employees that they, Lori Bicher, Alex Rubin, Gary
15 Depew, and Russell Squires, had taken over Greyson and operations was to
16 continue under them. Those Greyson employees that worked, from 6/2/23 until
17 6/12/23, at Celentino's instruction never got paid for that work. Cutting access to
18 Greyson's phone system, emails, CRM account, etc., throughout the lockdown order,
19 which crippled Greyson as a business. Greyson employees were sitting around
20 doing nothing because they were not instructed what to do, how to proceed, and
21 Greyson's usual operations were compromised since access was being taken away
22 one by one. Plenty of Greyson employees spoke directly and emailed the Trustee,
23 Trustee personnel, and the field agents asking for answers, guidance, and updates
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1 with no real update other than being often being told that they wish they could tell
2 the employees the whole truth and that they felt bad for the employees who have
3 been misled by Greyson's management team.
4

5 63. Greyson's W-2 attorneys could not communicate with Greyson or with
6 the clients they were appearing for, due to Celentino having locked them out of
7 Greyson's emails, website, and LUNA access. The only updates they were able to
8 get were by contacting Greyson's HR Department. But being attorneys, they could
9 not just stop working on the lawsuits assigned to them. They contacted
10 Celentino/his personnel regarding what they were supposed to do since they
11 wanted to make sure they did not violate the lockout order. They were informed to
12 continue as usual with their representation of clients. Celentino had advised that
13 the Celintino/his field agents would contact all attorneys who were handling
14 LPG/Phoenix client files over the next 24 hours to either offer them some kind of
15 deal to continue working directly for LPG/Phoenix, or they would be advised to
16 cease all work on such files. They did no such thing. They kept stating that it was
17 not their intention for the attorneys to work pro-bono and they did plan to get them
18 paid. Requiring a protocol that Greyson's attorneys had to follow to gain traction
19 regarding getting their pay and legal expenses such as sending an email of all the
20 clients they were currently representing, a list of how many lawsuits they were
21 currently working on, an expense report of what they have and had to pay out of
22 pocket to cover legal expenses such as Nationwide Coverage, filing fees, etc. They
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1 continued having such conversations and delayed direct reimbursements and
2 payments to the attorneys until official sale date 8/4/23, which as of that date, the
3 clients the attorneys represented now belong to Morning Law Group. What was
4 really going on was that Celentino was demanding Greyson to supply Celentino
5 with (and Greyson did so) the list of all Greyson employees and what they were
6 paid, so that Phoenix, and later Morning Law Group (winning bidder at the LPG
7 asset sale) could use that Greyson data to “poach” (aka hire those employees away
8 from Greyson, to work for Phoenix or Morning Law Group).

11
12 64. Greyson took a huge loss due to the Trustee’s mishandling of
13 Greyson’s operations during the lockout order, improper at to Greyson, because it
14 was obtained based on **false allegations** of Celentino’s declarants that Greyson
15 was an alter ego of LPG. While Greyson was reeling from the damages created by
16 the Trustee’s carelessness, Morning Law Group began reaching out to Greyson’s
17 former attorneys one by one negotiating 1099 and W-2 contracts with them. Some
18 attorneys were hired to just finish up their already assigned cases and some
19 attorneys were hired to finish up their assigned cases and take on new cases. They
20 were also told in their contract, which also had a no competition clause, that they
21 were not allowed to work with any named defendants within the bankruptcy
22 adversary; essentially cutting Greyson’s ties with its former attorney network
23 completely. Since Jayde and I were named defendants at the time, the connection
24 that we had with our attorney network that we built together was severed as well.

1 65. Although Morning Law Group won the bid for assets, the Court and
2 Trustee requires them to follow certain procedures. One of them would be
3 informing their newly obtained clients of their right to opt in or opt out of being
4 represented by Morning Law. The original notice that Morning Law sent out to the
5 clients got sent to Greyson's clients as well, which created mass confusion for the
6 clients and questions if Greyson had any affiliation with LPG or Phoenix. Not to
7 mention the way Morning Law's Opt-Out response was worded. "Thank you for
8 contacting Morning Law Group, PC., the court-approved interim operator of
9 Litigation Practice Group, Phoenix Law Group, and certain other related law firms
10 (collectively, the "Previous Firms.")" (**Exhibit DD**). "If you complete the opt-out
11 process: 1. You will no longer be represented by Phoenix Law Group, PC,
12 Litigation Practice Group, PC or one of its affiliated entities (if applicable),
13 including without limitation Greyson Law Center PC, Oakstone Law Group PC,
14 Phoenix Law Group PC, or Gallant Law Group PC" (**Exhibit EE**). There was no
15 need to mention Greyson Law Center in that context or even at all. A lot of clients
16 emailed, called, and left voicemails questioning the legitimacy of Greyson and
17 demanded clarity (**Exhibit FF and Exhibit GG**). Clients that were in the process
18 of being onboarded chose to not follow through with Greyson's representation and
19 the ones that did decide to follow through had to be reassured extensively.
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27 66. The official date of the sale was 8/4/23, but when I went to the
28 Greyson office on 8/1/23 with other Greyson employees to attempt to gather my

1 personal belongings and to prepare to move to a different office space, we
2 discovered that we were completely locked out of Greyson's offices. We
3 immediately notified Attorney Plazak, who asked Celentino to let Greyson into the
4 locked Greyson offices to remove Greyson property. Celentino responded
5 Greyson would not be allowed to move anything out of Greyson's office space
6 because as far as their assessment and review of records, money that came to
7 Greyson was sourced from theft of money and resources of LPG. That was totally
8 false, and Celentino had no evidence for that allegation. He demanded that
9 Greyson demonstrate a source of funds from elsewhere (**see Decl Plazak**). This
10 goes against what Celentino stated multiple times at the 6/12/23 hearing. "I don't –
11 I have no interest in whether they appear at the premises or they don't appear at
12 the premises. They're in a separate suite" (**Transcript of 6/12/23 Hearing pg.**
13 **228**). "They're in a different suite. We have no interest in preventing them from
14 being in their suite" (**Transcript of 6/12/23 Hearing pg. 246**). "They have their
15 own fobs. They know how to get in and out" (**Transcript of 6/12/23 Hearing pg.**
16 **249**).

22 67. Greyson did not receive access to any of Greyson's clients' files until
23 Friday, 07/07/2023 after business hours –**35 DAYS after the Lockout Order**
24 (**Exhibit GG**). We were not able to attempt to contact any of our clients until
25 Monday, 07/10/2023. From that date, it took us about a month to be able to get a
26 hold of all our clients.
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1 68. By then, 22 (Total amount of fees the 22 clients would have paid
2 Greyson if they had not moved to Phoenix is \$300,633.62) out of 46 clients (Total
3 value: \$454,726.73) that were returned to us chose to no longer be represented by
4 Greyson, due to those 22 clients not being able to get a hold of us for over a month
5 (and vice versa, because Celentino locked Greyson's email). Phoenix (which
6 Celentino was running as being an "alter ego" of debtor LPG) took most of the 22
7 of the 46 Greyson clients that were the high paying clients, during the month that
8 Celentino had siezed, and refused to return to Greyson, the 48 Greyson client files
9 that Celentino's field agents seized at Greyson's office, on 6/2/23. During that
10 same month, Celentino kept Greyson shut out from Greyson's emails, and kept
11 Greyson locked out of Greyson's LUNA account (which was Greyson's data base
12 for all Greyson's clients). It is a miracle that Greyson retained any of the 46
13 Greyson clients, under these circumstances. We were only able to retain the 24 low
14 fee Greyson clients (Total value: \$154.093.11).

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16
17 69. If the 22 clients Greyson lost had continued with Greyson's
18 representation, Greyson would have collected a total of \$300,633.62 from those 22
19 clients. The itemization of these 22 "high fee" clients, showing the fees each
20 would have paid, which total \$300,633.62, is **Exhibit HH** hereto. The itemization
21 of the 24 "low fee" clients, showing the fees each would have paid is **Exhibit II**.
22 Because Celentino had seized all of Greyson's client files and client data, Phoenix
23 was able to take the "high fee" Greyson clients, which is obviously what

1 happened. That was unfair competition against Greyson, because LPG/Phoenix
2 were and are direct competitors of Greyson.

3
4 70. In addition, due to Trustee's adversary proceeding suing Greyson as an
5 alter ego of debtor LPG—an allegation Celentino admitted was false, at the
6 6/12/23 hearing-- certain vendors refuse to work with us (**Exhibit JJ**). Even
7 though Celentino admitted at the 06/12/2023 hearing that Greyson was not an alter
8 ego of LPG, our payment processor at the time, Paylance, dropped us due to not
9 wanting to have anything to do or with LPG or related to LPG. It took Greyson six
10 weeks to find new payment processors that were willing to work with us. This
11 means that we could not even process any payments made by Greyson clients,
12 even after Greyson signed contracts with those Client and new Clients, obligating
13 the Clients to pay Greyson.

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17 71. Right before the Lockout Order and Preliminary Injunction was
18 executed on Greyson on 6/2/23, Greyson was receiving lists of lawsuits, as to
19 which Phoenix Law Group had contracted with Greyson, for Greyson to supply
20 Greyson's W-2 attorneys to work on, for Phoenix, for payment of \$2,000 per
21 lawsuit, to be paid to Greyson. Phoenix Law Group owed Greyson the contracted
22 \$2,000 per lawsuit, for that work, so that Greyson could pay the Greyson W-2
23 attorneys and Greyson's operations.

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27 72. To date, Phoenix has paid ZERO to Greyson, because Celentino has
28 not permitted Phoenix to pay Greyson for any of the work done by Greyson

1 attorneys, which Phoenix contracted to pay Greyson for. (Han Trinh Decl).

2 Greyson needed those payments, per contract, so that Greyson could pay the
3
4 Greyson W-2 attorneys.

5 73. Pursuant to Phoenix's post-petition contract with Greyson, for
6 Phoenix to pay Greyson \$2,000 per lawsuit, to use Greyson attorneys to defend
7
8 Phoenix clients in lawsuits, Phoenix owes Greyson \$5,134,000, NONE of which
9 Celentino has allowed Phoenix to pay to Greyson:

- 10
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12 1. Greyson's Texas and Oklahoma attorney worked, post-petition, on
13 approximately 1,500 lawsuits for Phoenix Law Group, pursuant to
14 Greyson's contract with Phoenix Law Group. $1,500 \times \$2,000 =$
15 $\$3,000,000$.
16
- 17 2. One of Greyson's California attorneys worked post-petition, on
18 approximately 140 lawsuits for Phoenix Law Group, pursuant to
19 Greyson's contract with Phoenix Law Group. $140 \times \$2,000 = \$280,000$.
20
- 21 3. Greyson's Louisiana attorney worked post-petition, on approximately 375
22 lawsuits for Phoenix Law Group, pursuant to Greyson's contract with
23 Phoenix Law Group. $375 \times \$2,000 = \$750,000$.
24
- 25 4. Greyson's Florida attorney worked post-petition, on approximately 250
26 lawsuits for Phoenix Law Group, pursuant to Greyson's contract with
27 Phoenix Law Group. $250 \times \$2,000 = \$500,000$.
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- 1 5. Greyson's Nevada and Arizona attorney worked post-petition on
2 approximately 20 lawsuits at the time, for Phoenix Law Group, pursuant to
3 Greyson's contract with Phoenix Law Group. $20 \times \$2,000 = \$40,000$.
- 4
- 5 6. Greyson's West Virginia attorney worked post-petition on approximately
6 30 lawsuits for Phoenix Law Group pursuant to Greyson's contract with
7 Phoenix Law Group. $30 \times \$2,000 = \$60,000$.
- 8
- 9 7. Greyson's Illinois, Iowa, and Arkansas attorney worked post-petition on
10 approximately 150 lawsuits for Phoenix Law Group, pursuant to
11 Greyson's contract with Phoenix Law Group. $150 \times \$2,000 = \$300,000$.
- 12
- 13 8. Greyson's Managing Attorney, Scott Eadie, worked post-petition on
14 approximately 102 lawsuits for Phoenix Law Group, pursuant to
15 Greyson's contract with Phoenix Law Group. $102 \times \$2,000 = \$204,000$.
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18 74. Just for these attorneys' work alone, Greyson is owed **\$5,134,000** by
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20 Phoenix Law Group—which Celentino had taken over running as being an alter
21 ego of debtor LPG. But when Celentino took over running Phoenix Law Group
22 (as being an alter ego of debtor LPG), Celentino refused, **wrongfully**, to pay
23
24 Greyson the contracted for \$2,000 per lawsuit, for **any** of the lawsuits where
25 Greyson attorneys been hired to litigate the suits for Phoenix Law Center, for
26 \$2,000 per lawsuit to be paid to Greyson by Phoenix Law Center.
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1 75. Greyson's accounting department had sent Phoenix over 2000
2 invoices (\$2,000 per lawsuit), for this work, pursuant to the Greyson-Phoenix
3 contract, before the 6/2/23 lockout; and was preparing to send the rest of the
4 invoices to Phoenix, but were prevented from doing so because on 6/2/23,
5 Celentino/his field agents seized all the computers from Greyson's offices, locked
6 Greyson out of accessing the data on those computers (including locking Greyson
7 out of accessing the "cloud" backup for that data, which cut off Greyson's ability
8 to complete sending invoices.
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11 76. Celentino demanded that each Greyson attorney email Celentino a list
12 of all the clients/lawsuits each Greyson attorney was working on for Phoenix, for
13 the \$2,000 per case fee to be paid by Phoenix to Greyson. Greyson could not send
14 those lists, because Trustee field agents locked Greyson and Greyson's W-2
15 attorney employees out of Greyson's data bases and emails, including locking
16 Greyson and its attorneys out of Greyson's LUNA account, as explained
17 supra. Plus, Celentino and the Trustee's field agents have never allowed Greyson
18 or Greyson's attorneys to access Greyson's emails, after Celentino and the filed
19 agents locked those emails, despite multiple demands for access. The accounting
20 department, Greyson's W-2 attorney employees, and I would have been able to
21 provide exact data if I had been given back access to Greyson's systems, but
22 Celentino and the Trustee's field agents, wrongfully refused to allow Greyson to
23 access Greyson's data bases, to present.
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1 77. For all these reasons, Greyson should be allowed an administrative
2 claim of not less than \$5,134,000, as itemized immediately supra, to be paid by
3 debtor LPG's bankruptcy estate. That is in addition to the \$300,633 of fees
4 itemized supar, that Greyson lost because Celentino's improper delay caused
5 Greyson to lose the 22 "high fee" Greyson clients, to Phoenix.
6

7
8 78. As Greyson's Motion requests, the Bankruptcy Court should order
9 Trustee to immediately pay that \$5,134,000 + \$300,633 =
10 \$5,434,633 administrative claim to Greyson, all which damage is due
11 to wrongful/illegal post-petition conduct by Trustee/Celentino/Trustee's field
12 agents. I declare under penalty of perjury that the foregoing is true and correct and
13 that this Declaration is executed at Orange, California on November 17, 2023.
14


15
16 
17 HAN TRINH

Exhibit A

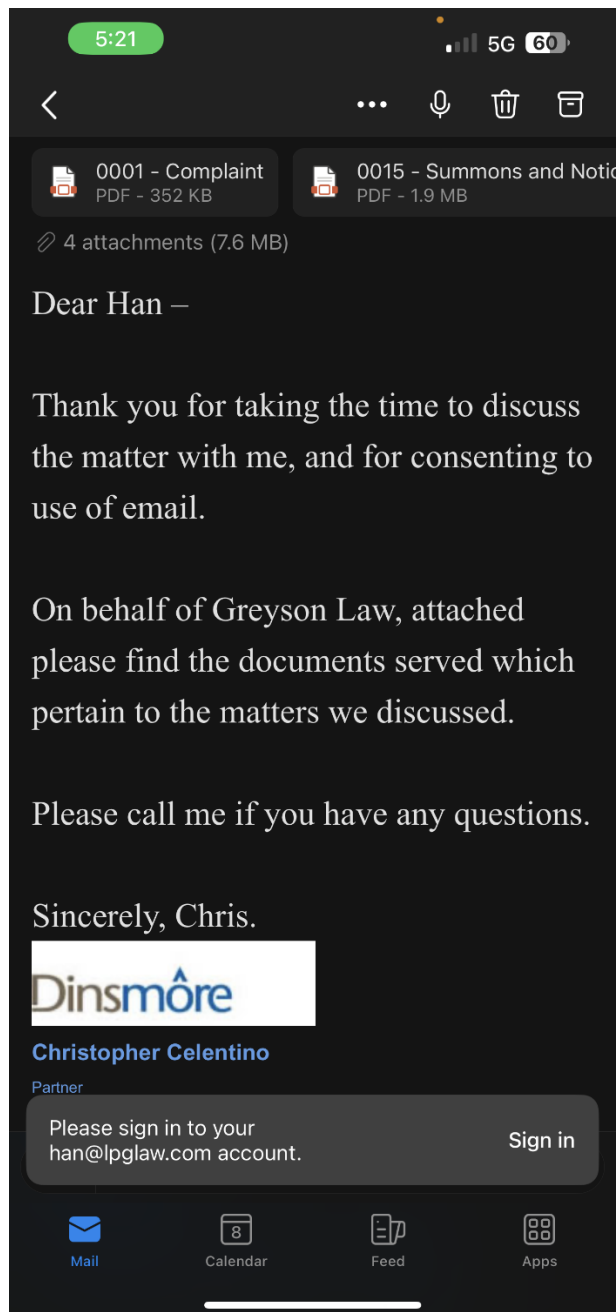


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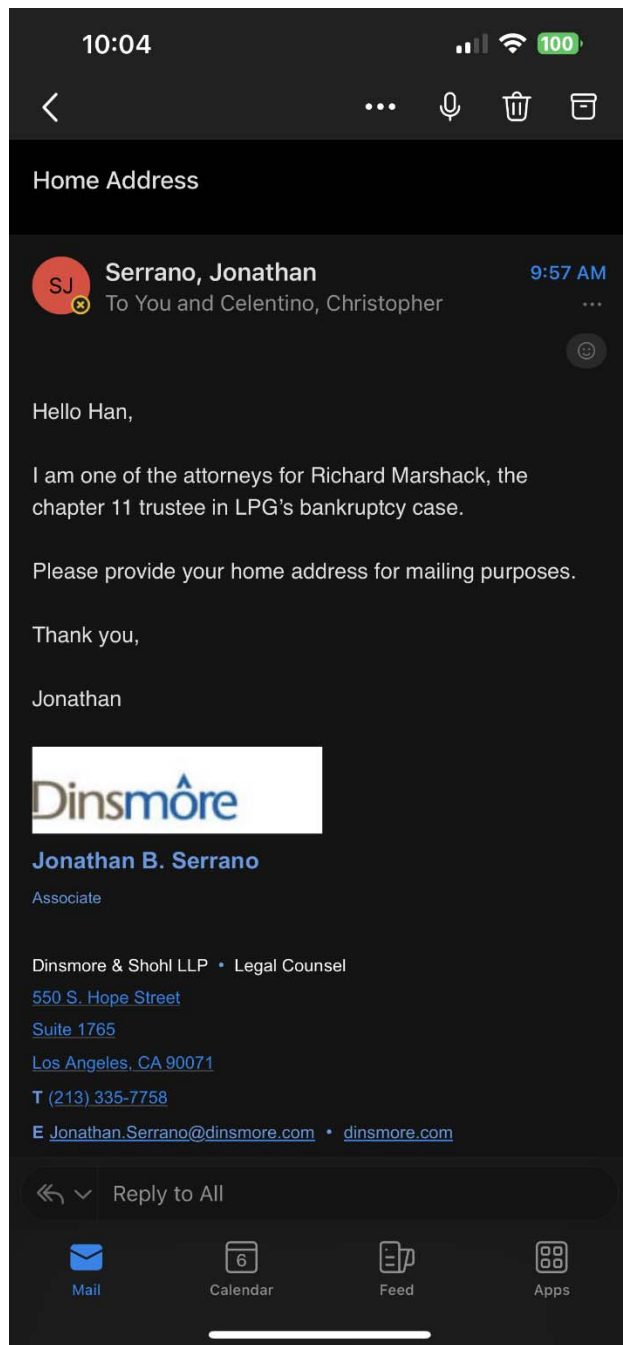
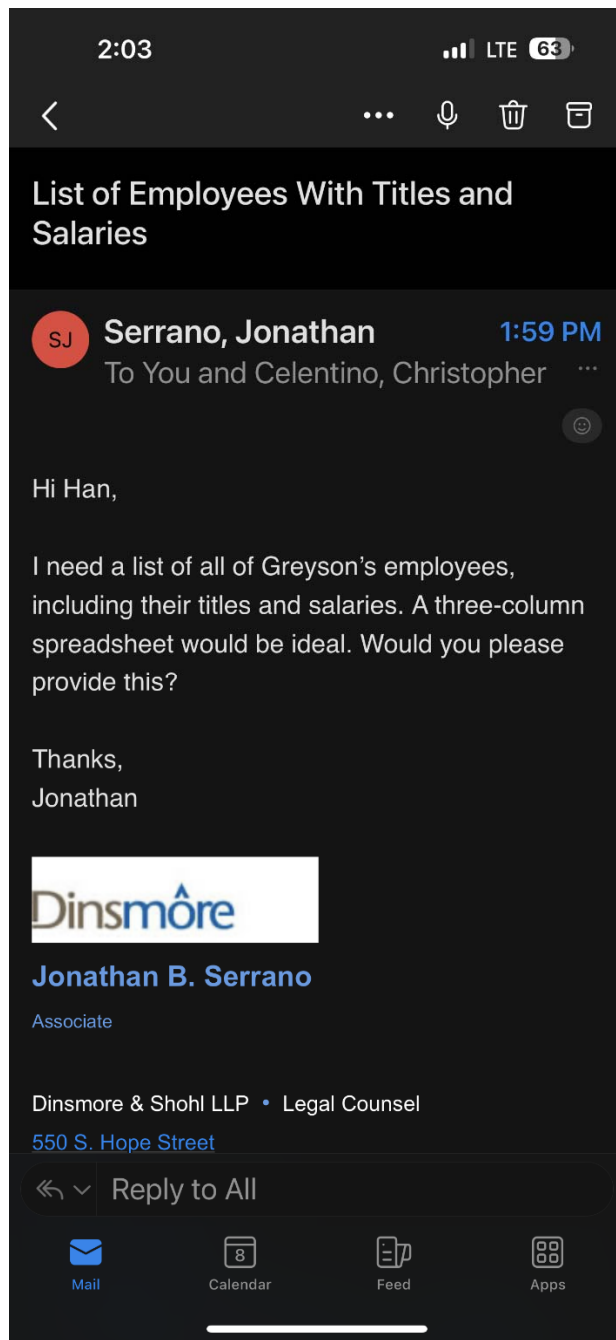


Exhibit C



Exihibt D

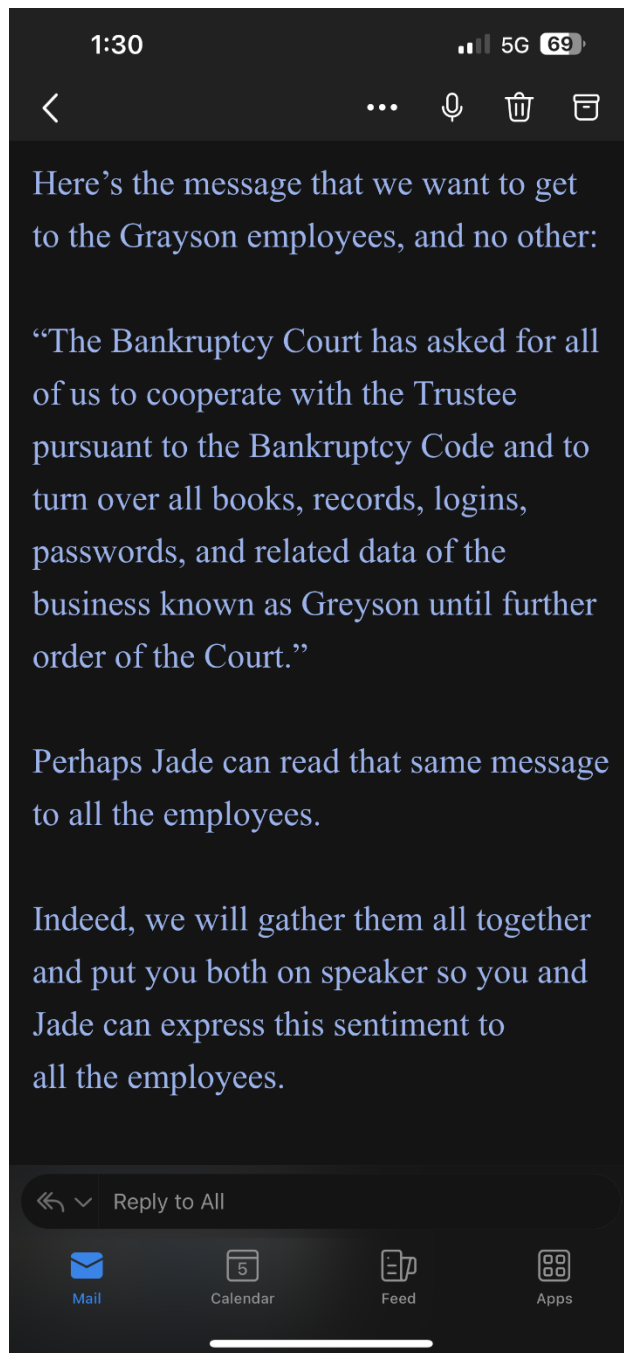


Exhibit E

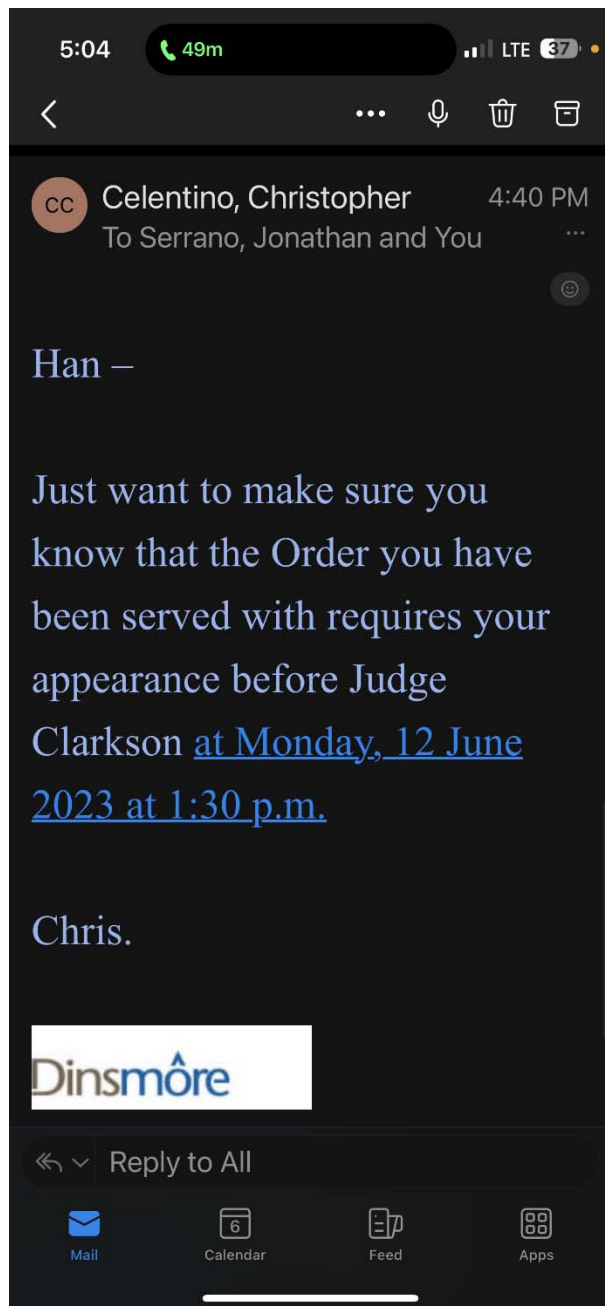


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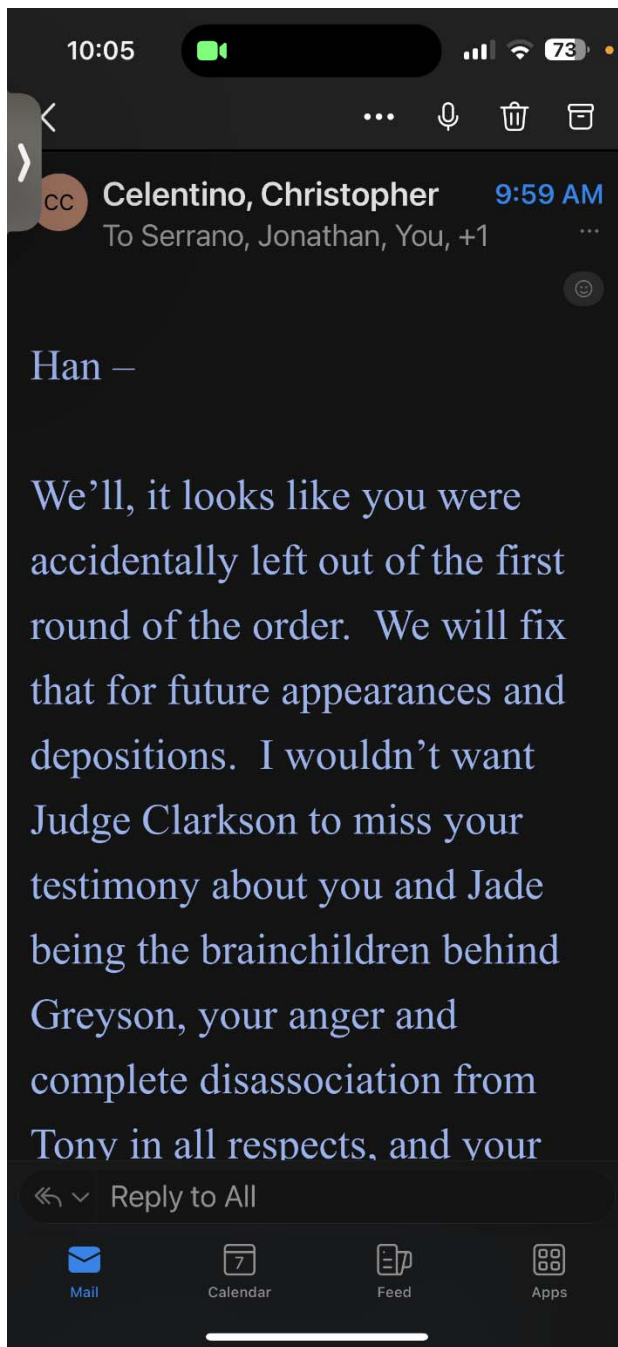


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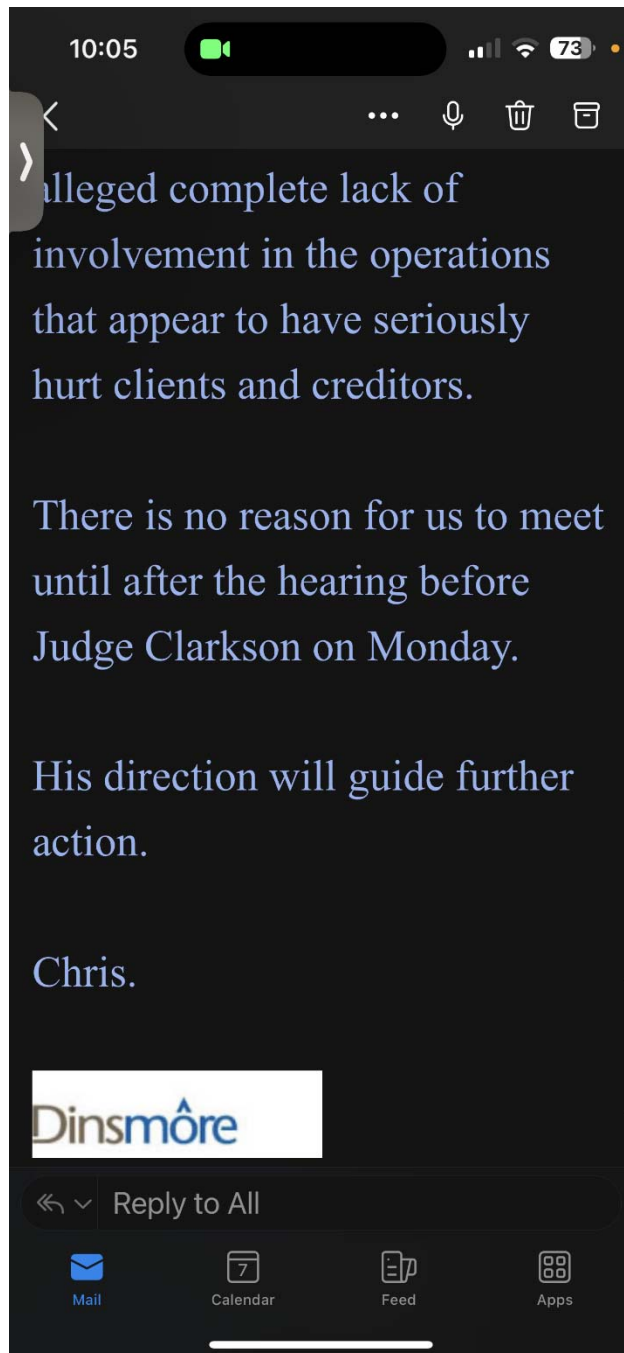


Exhibit H

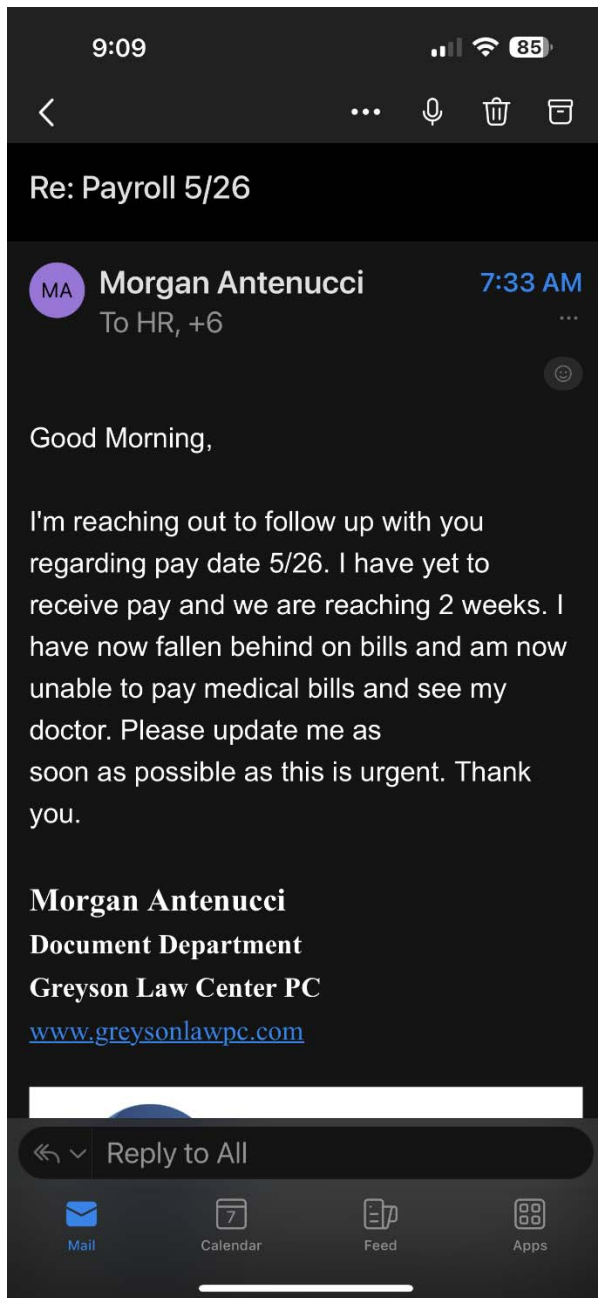


Exhibit I

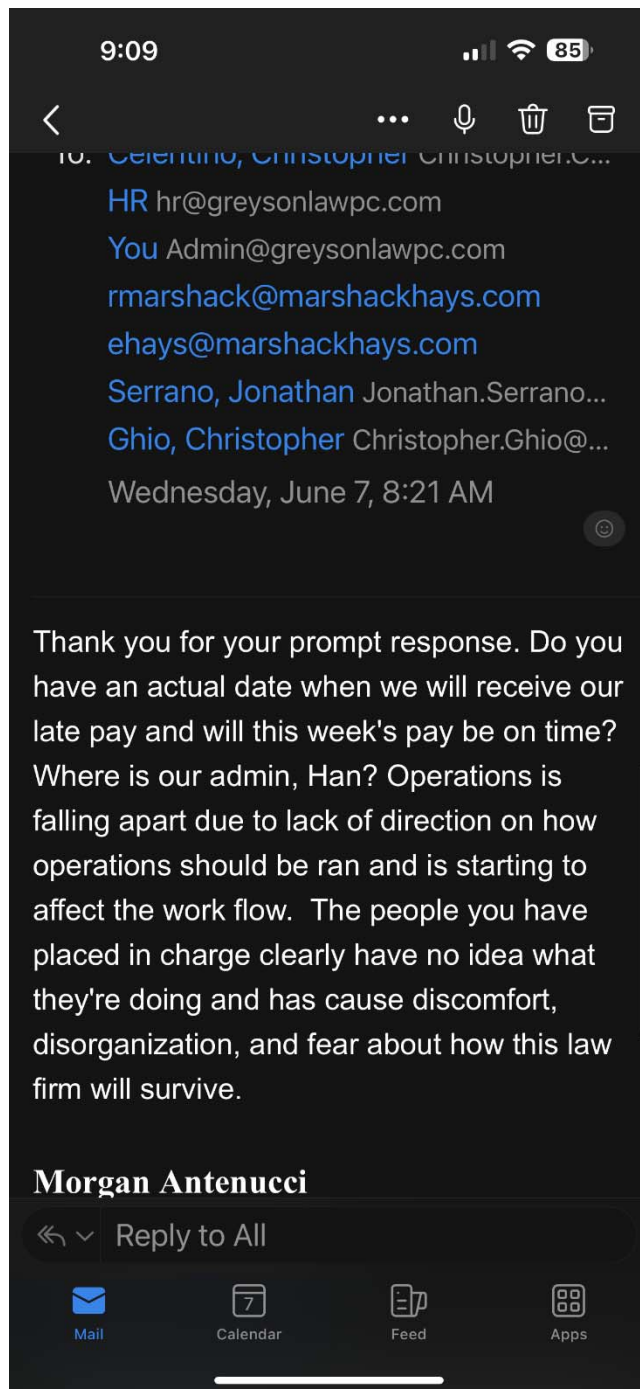


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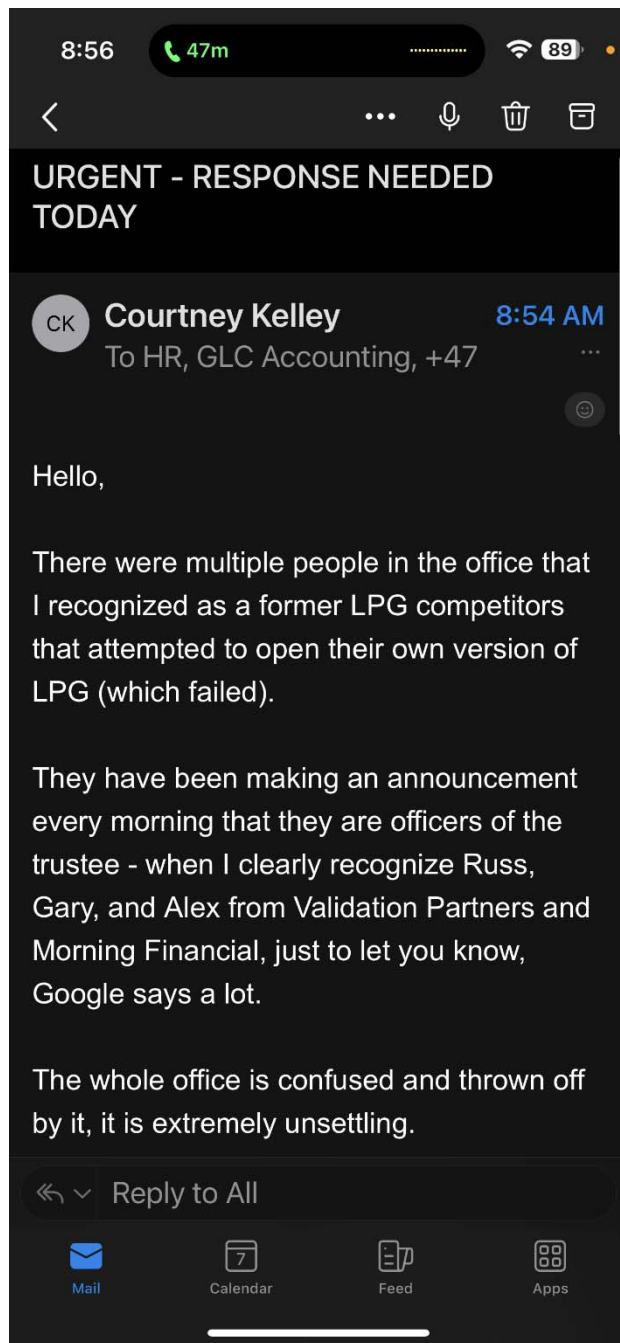


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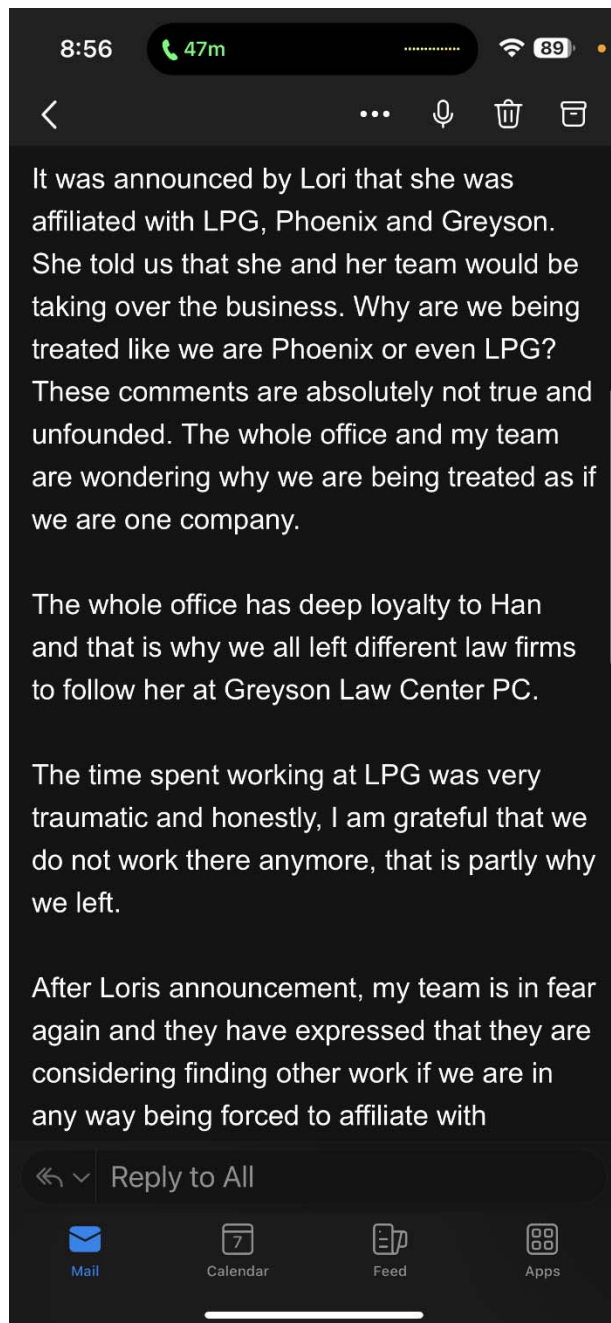


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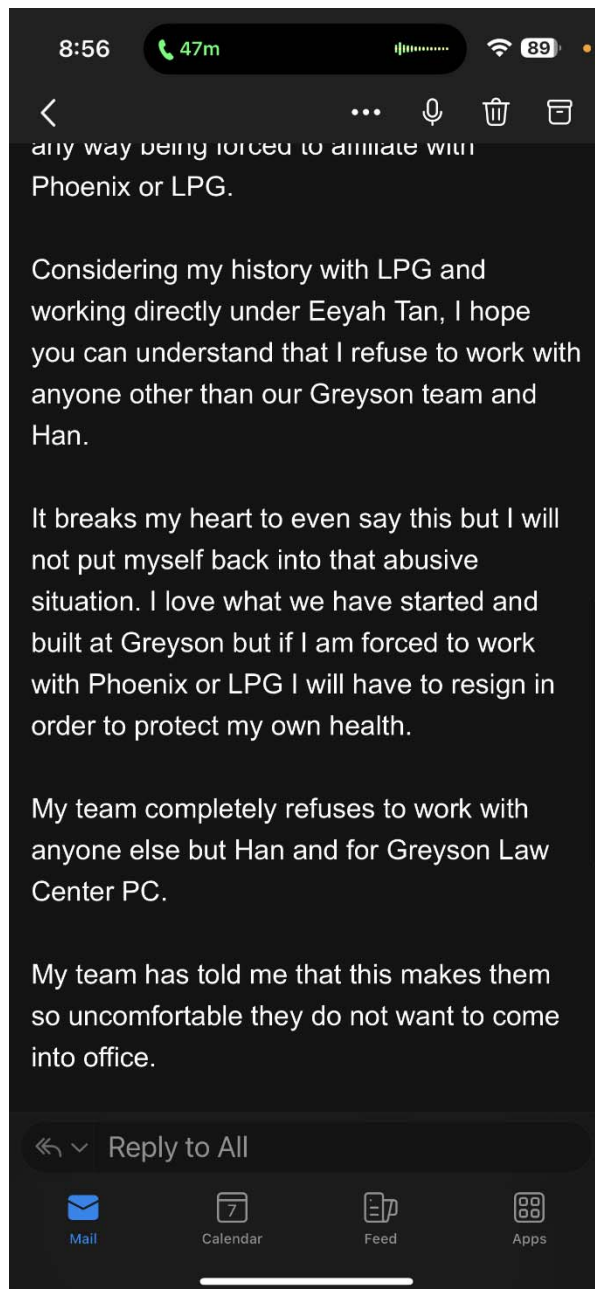


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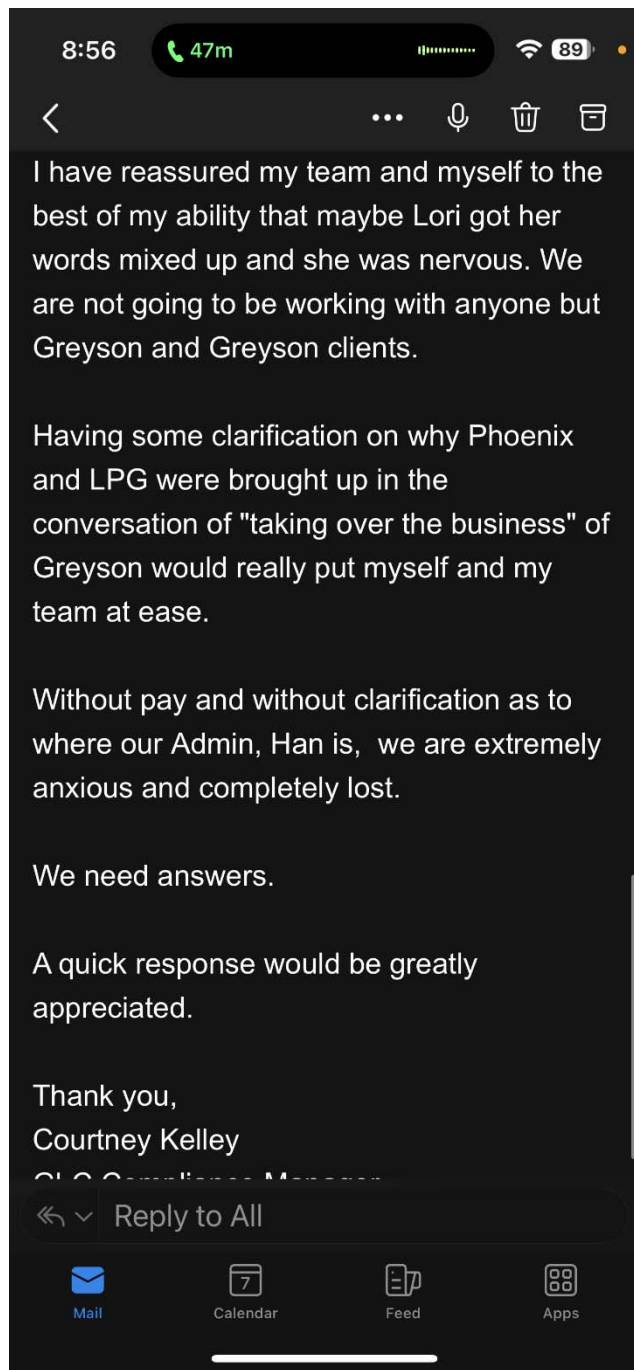


EXHIBIT N

200%

To christopher.orientino@dinsmore.com X marshack@marshacklays.com X ehays@marshacklays.com X jonathan.serrano@dinsmore.com X
Cc Christopher.Ghia@dinsmore.com X

Clarification on Greyson Law Center Status

Hello,

On Monday morning, I was informed by Lori that Greyson Law Center had been included in with Phoenix Law Group and Litigation Practice Group under the control of a trustee, Richard Marshack. It was my desire to comply with what seemed to be a serious situation and information that seemed to be, on its face, without issue. That said, I have concerns and questions that I would like to confirm directly with the trustee and his team.

I would like to confirm the status of Lori as a representative of the trustee, as I have relied on her word in good faith so far. I would also like to confirm if Gary DeBew and Russ Squires are "in charge" as it was described to me. My previous knowledge of both Gary and Russ is in relation to their involvement with the Litigation Practice Group, in what I had come to understand was an adversarial relationship. Additionally, Alex Rubin has, to my knowledge, been reviewing our systems and equipment. Alex Rubin was previously associated with both Gary and Russ during that same period to the best of my knowledge. Considering the initial premise that was relayed to me, that this is in relation to the matter of bankruptcy of Litigation Practice Group, I would appreciate confirmation regarding the role of each individual from the trustee directly.

I have reported to Han Trinh for my entire tenure at Greyson Law Center, and her absence has been a glaring fact, and felt keenly. It was jarring to learn that Gary and Russ would be in charge, as Scott Eadie is the Managing Attorney and Han is our administrator. For that to change with such immediacy has been shocking to me. The firm is effectively crippled without their involvement, and for those in the office especially Han. At the time I was hoping more information would be given on the relationship between how Gary, Russ, Han, and Scott would work. Now I am concerned that Han may not be involved at all.

While the team in the office has done its best to comply, Han is indispensable to the daily operations of the firm, and I believe that at this stage it may cause a complete breakdown without her. Morale is down among the team and with each day that goes on without vision or instruction from above, the firm's ability to function will degrade. I am worried that Greyson will begin losing personnel as a result of this churn. Already I am being asked about this Friday's paycheck by employees and have seen emails from concerned employees regarding the current situation. Some individuals still have not been paid their previous check as well.

All of these things together have left me confused, wary, and unsure of what the truth of the current situation is. Is this a temporary state of affairs or is it permanent? Are Gary and Russ now owners of the company? What is the current status of Han Trinh and Scott Eadie in relation to Greyson Law Center? I appreciate your time in reviewing this matter so I know how to proceed.

Sincerely,

Reid Wood
Client Services Director
Greyson Law Center PC
www.greysonlawpc.com

Tools Comment 9/2

Pages

Content

Add Bookmark

Attach a File

Edit Text & Objects

Edit Document Text

Edit Object

Add or Edit Text Box

Add or Edit Interactive Object

Link

Button

Media

Select Object

Forms

Action Wizard

Recognize Text

Protection

Sign & Certify

Exhibit O

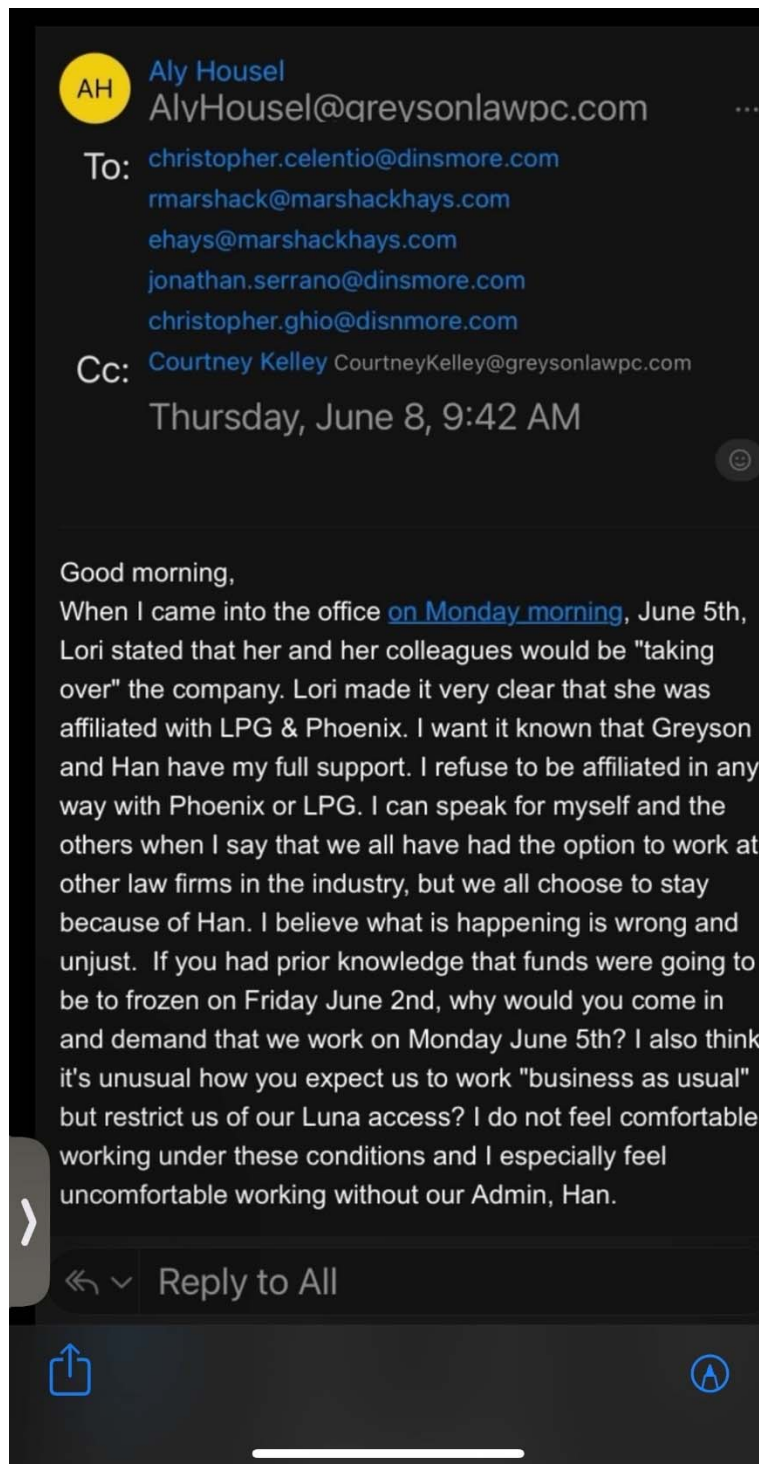


Exhibit P



Exhibit Q

I, Aly Housel declare, on Monday June 5th, 2023, numerous people came into the Greyson Law Center office, unannounced by my leadership team. They claimed that they were the trustee of the Chapter 11 bankruptcy from a different company called "LPG". They told everyone that was in office that they would be taking over the company, and we should just resume work as normal. These same "trustees" restricted us of our Zoom and CM access resulting in us being unable to operate as normal. The trustees informed the office that we should continue to work as normal even under these conditions. Greyson employees were expecting a paycheck for the hours that we worked to be deposited on June 9th, 2023. No one in the office received their check due to the "trustees" placing a hold on our checks. I believe that this is wrong and I'm demanding that I receive the paychecks that I am owed.

Sincerely,

Aly Housel

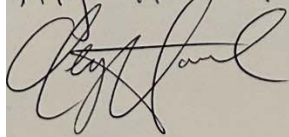


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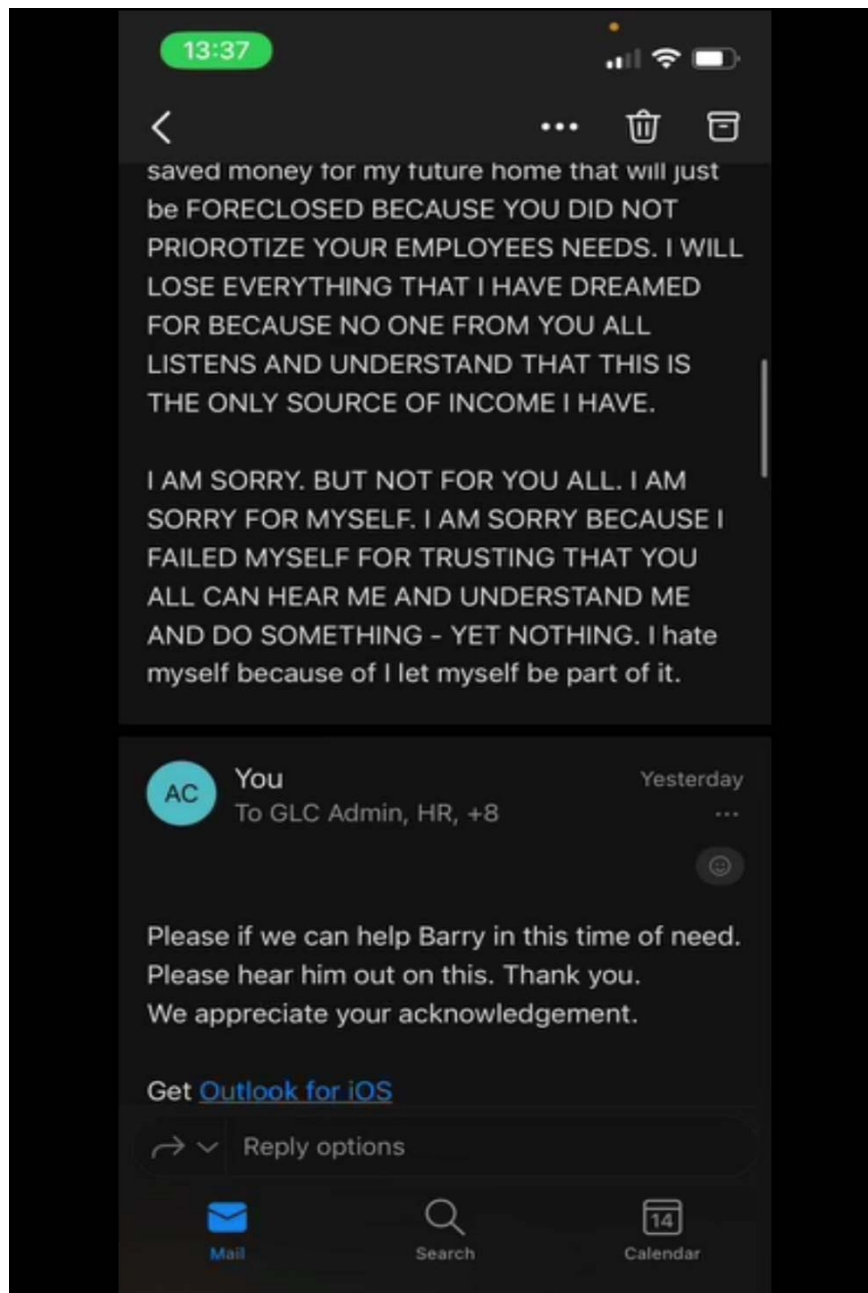


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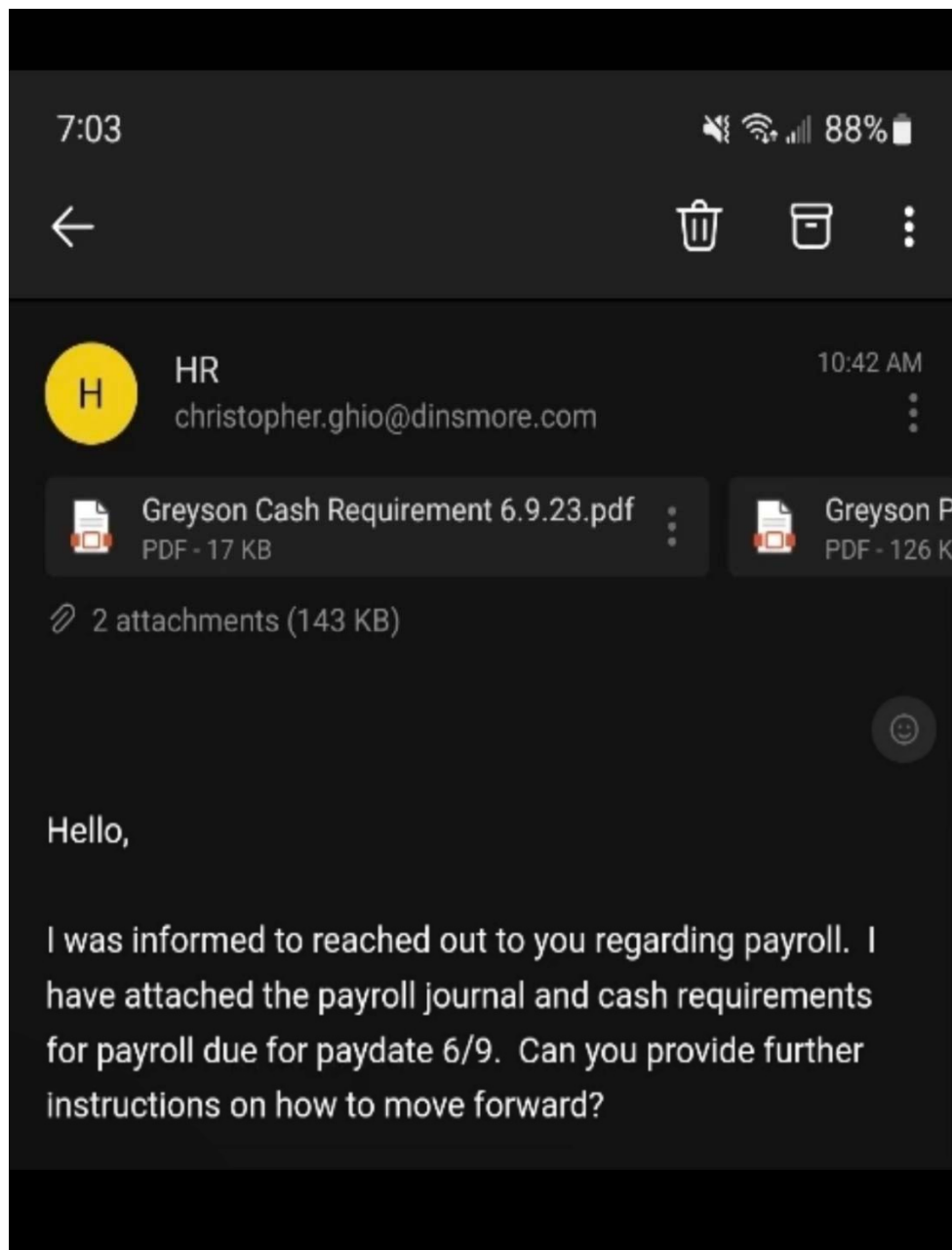


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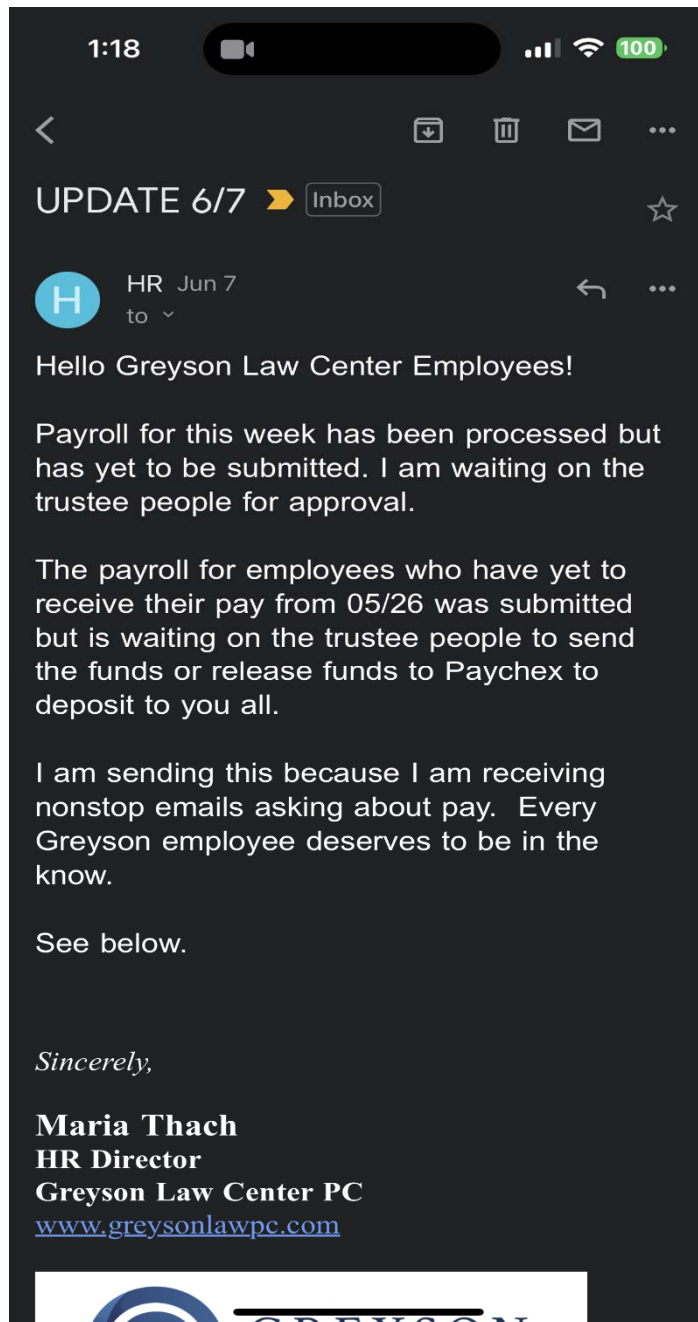


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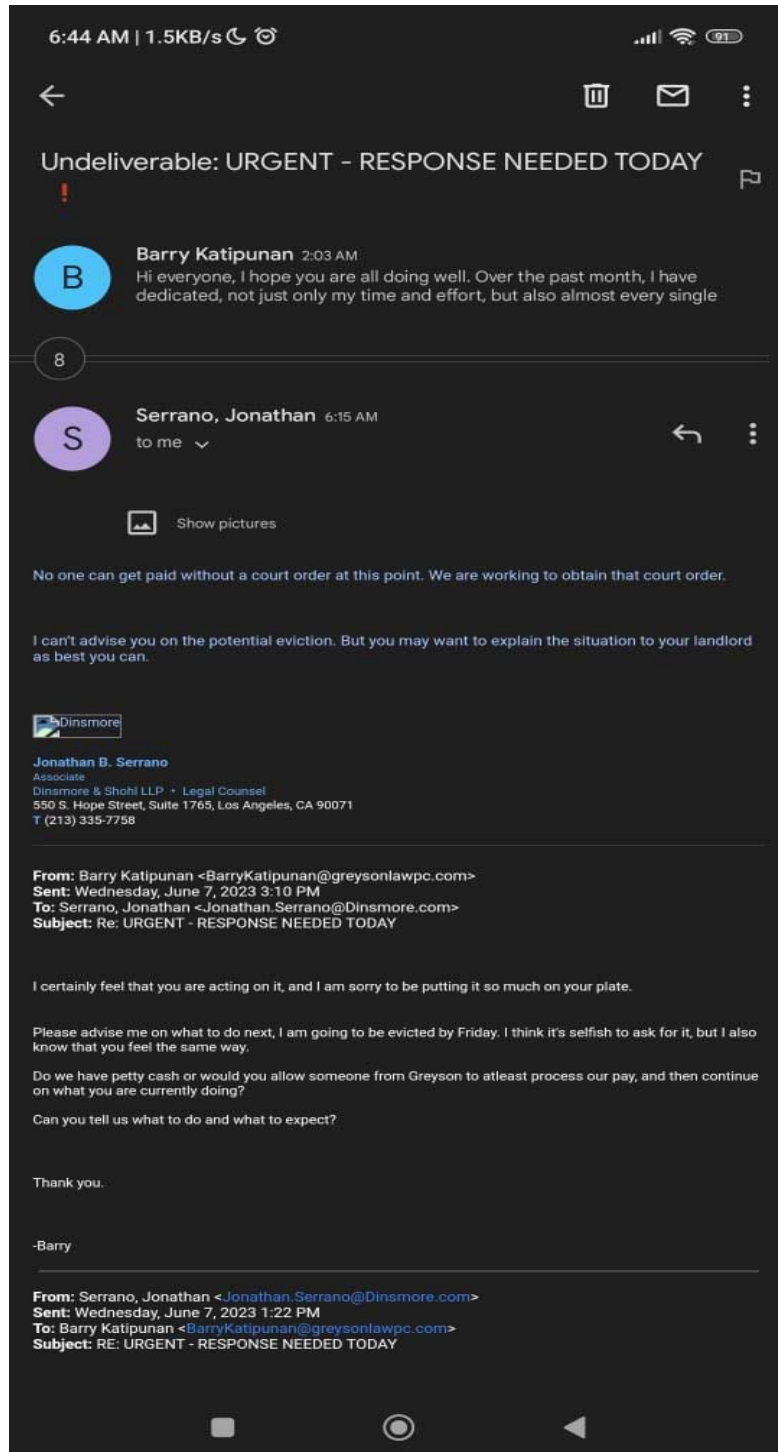


Exhibit V



Exhibit W

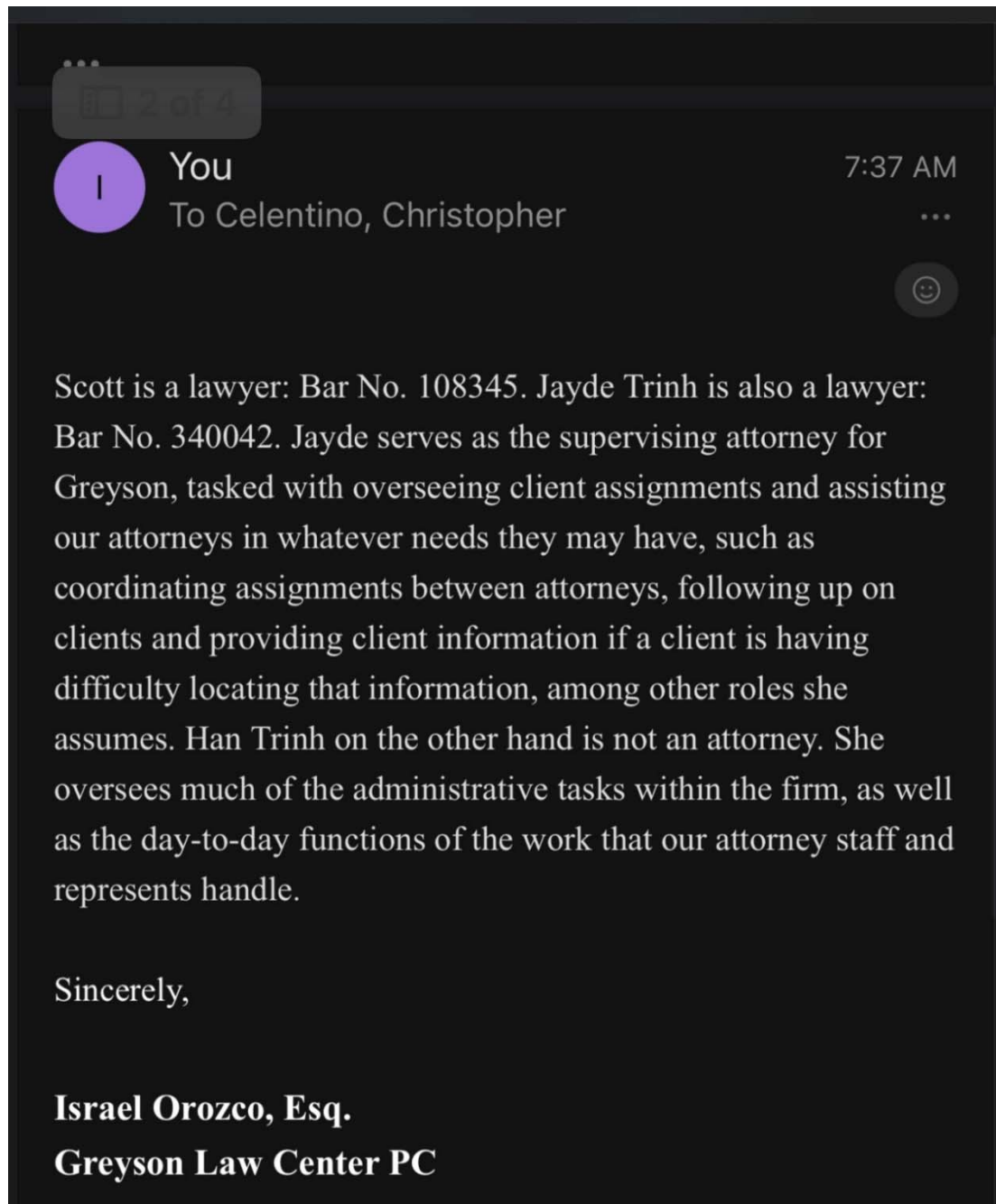


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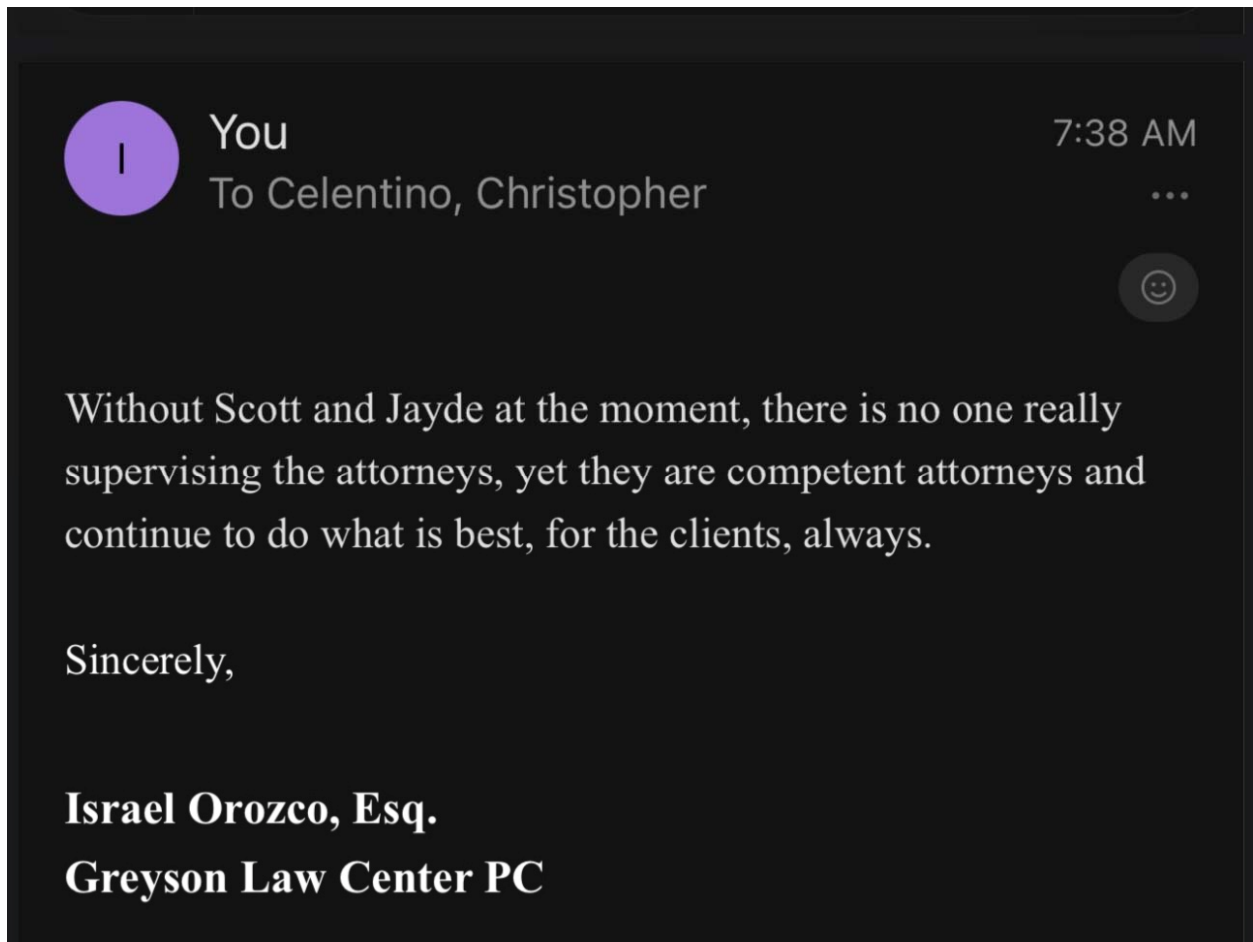


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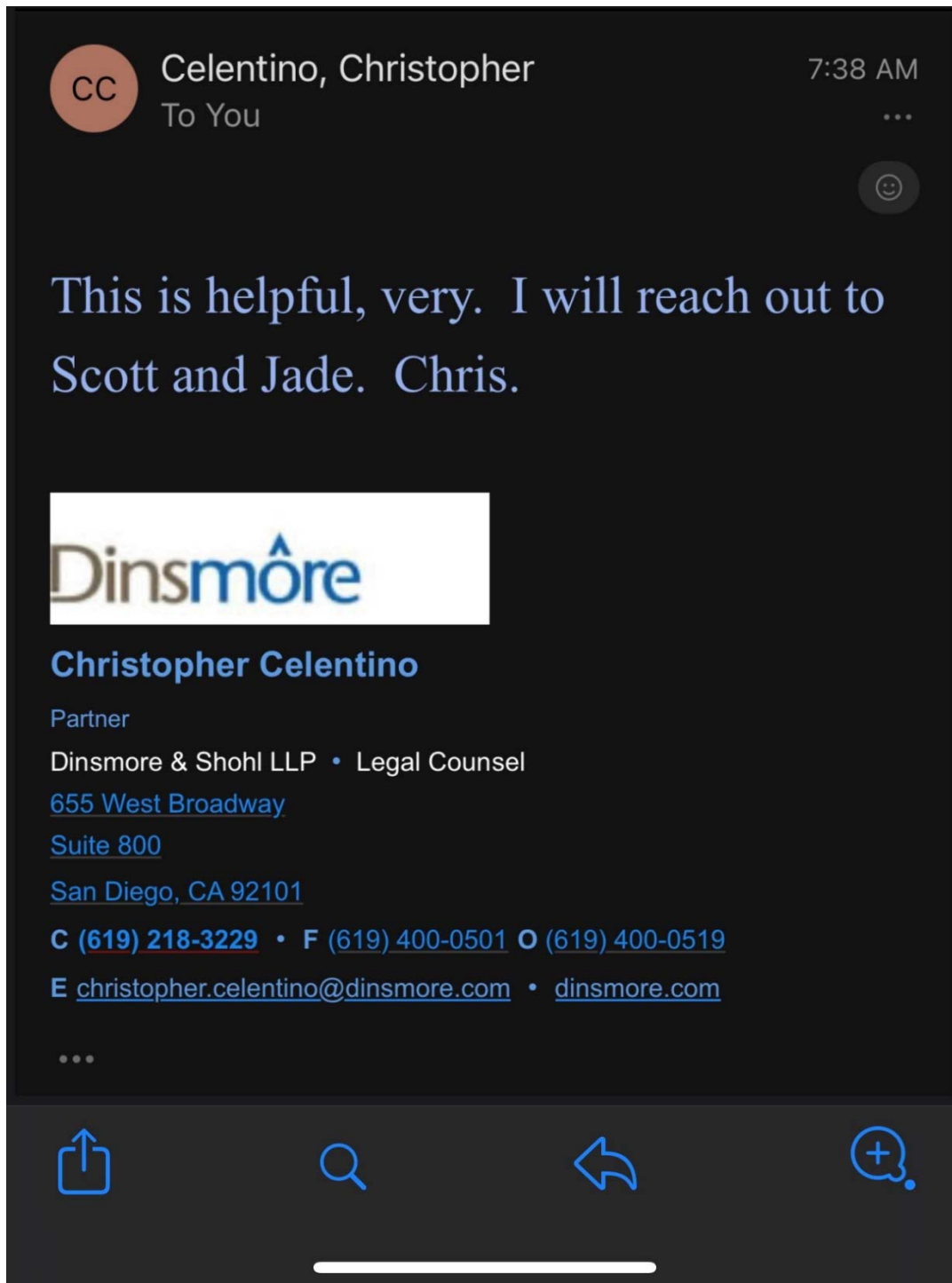


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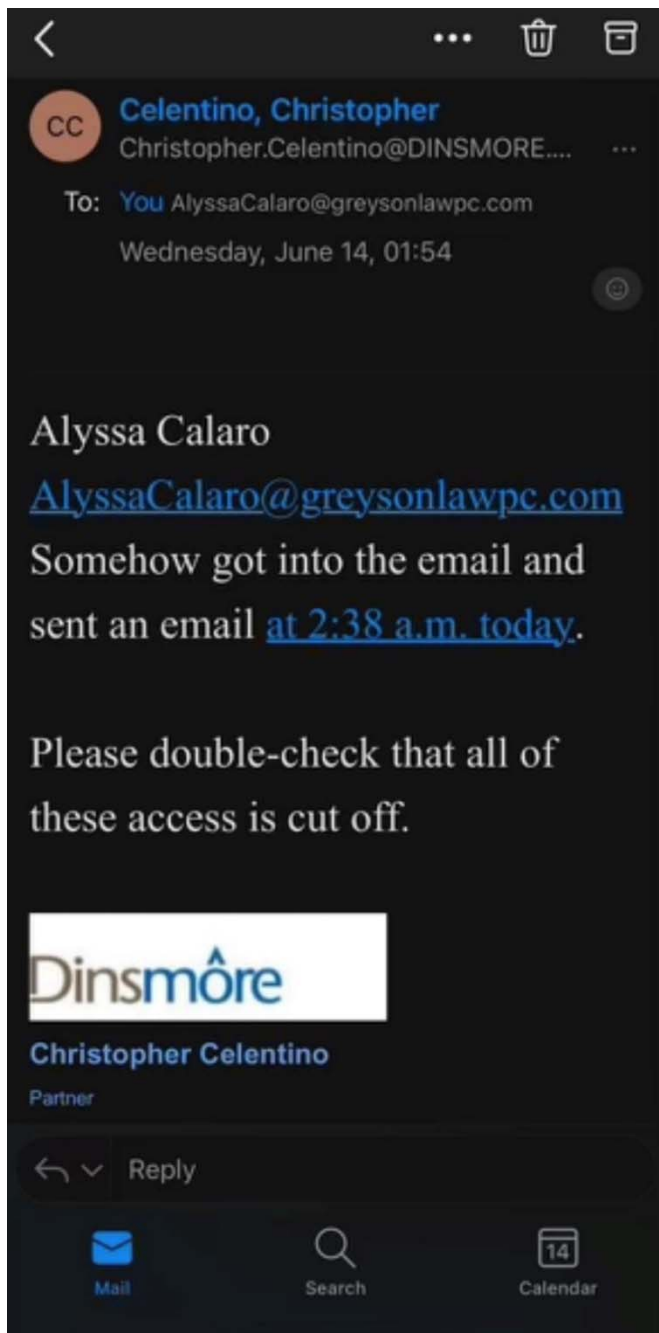


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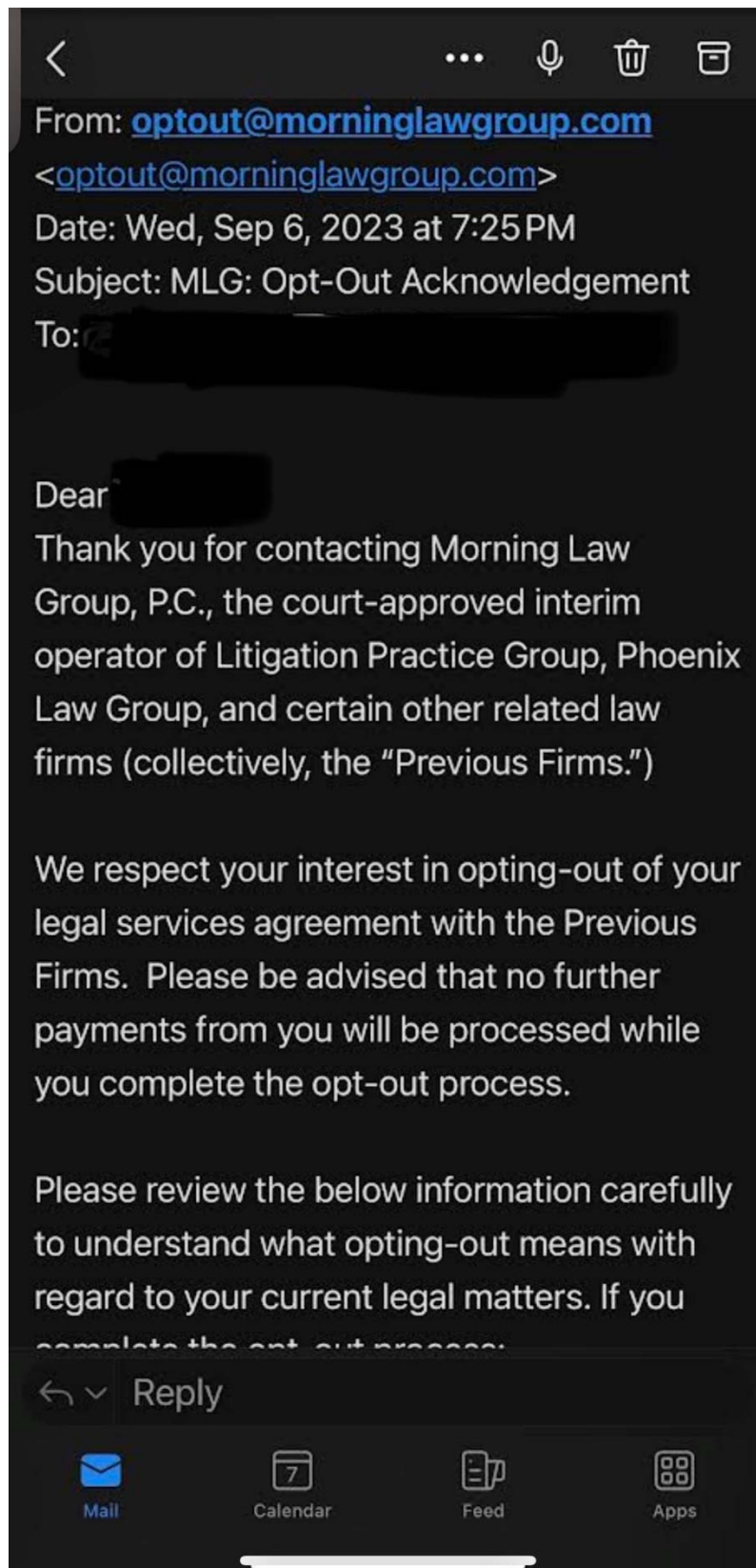


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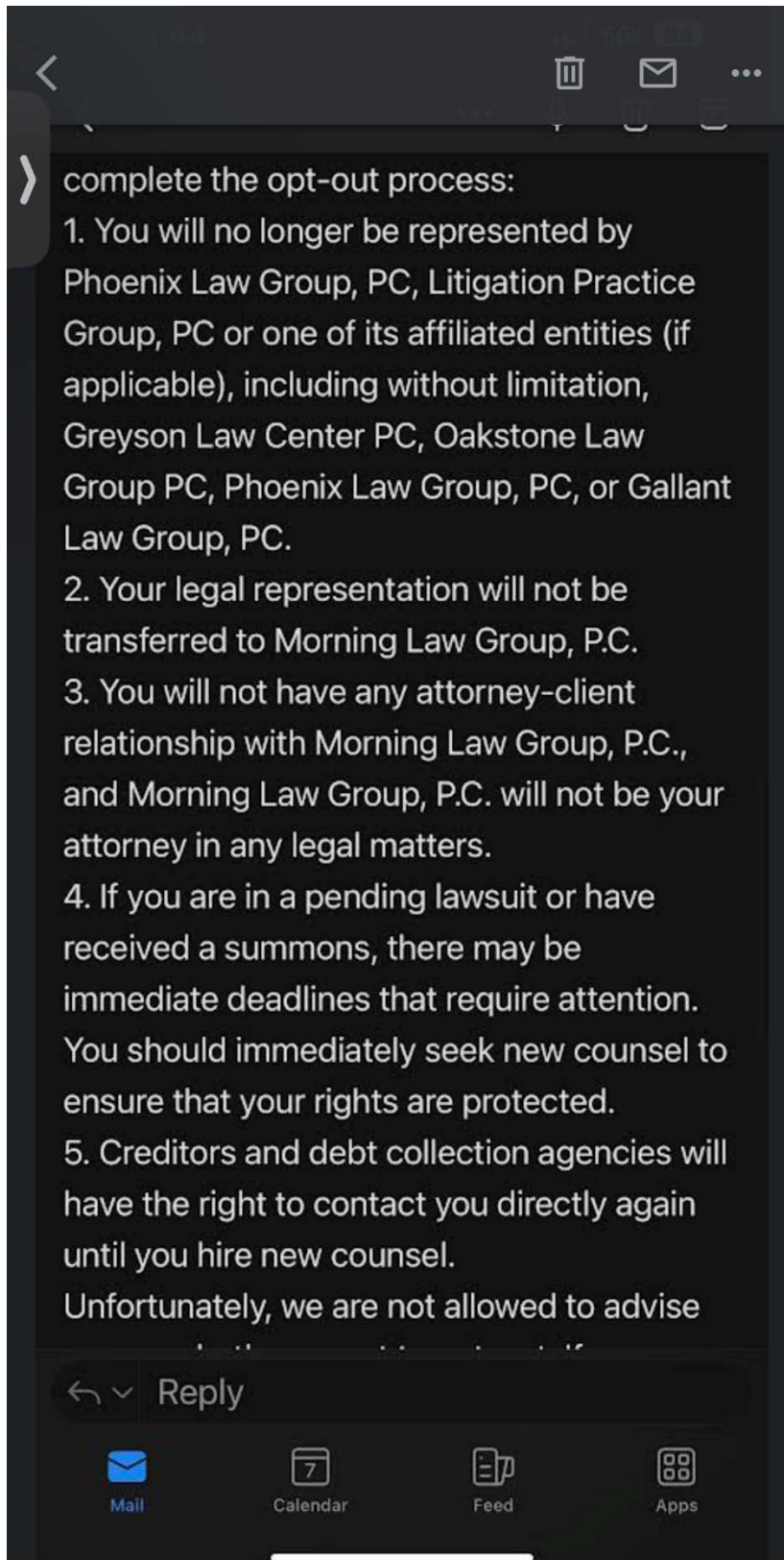


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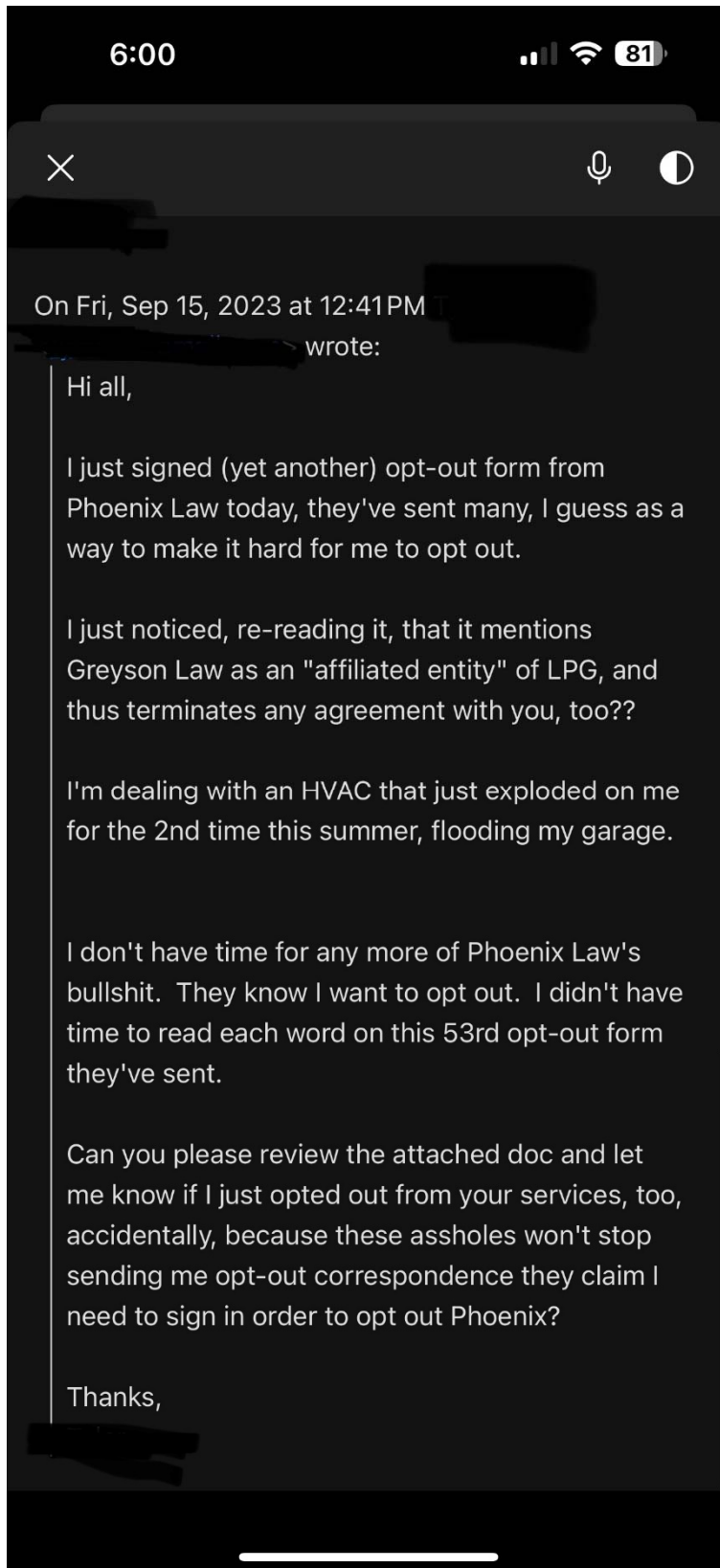


Exhibit GG

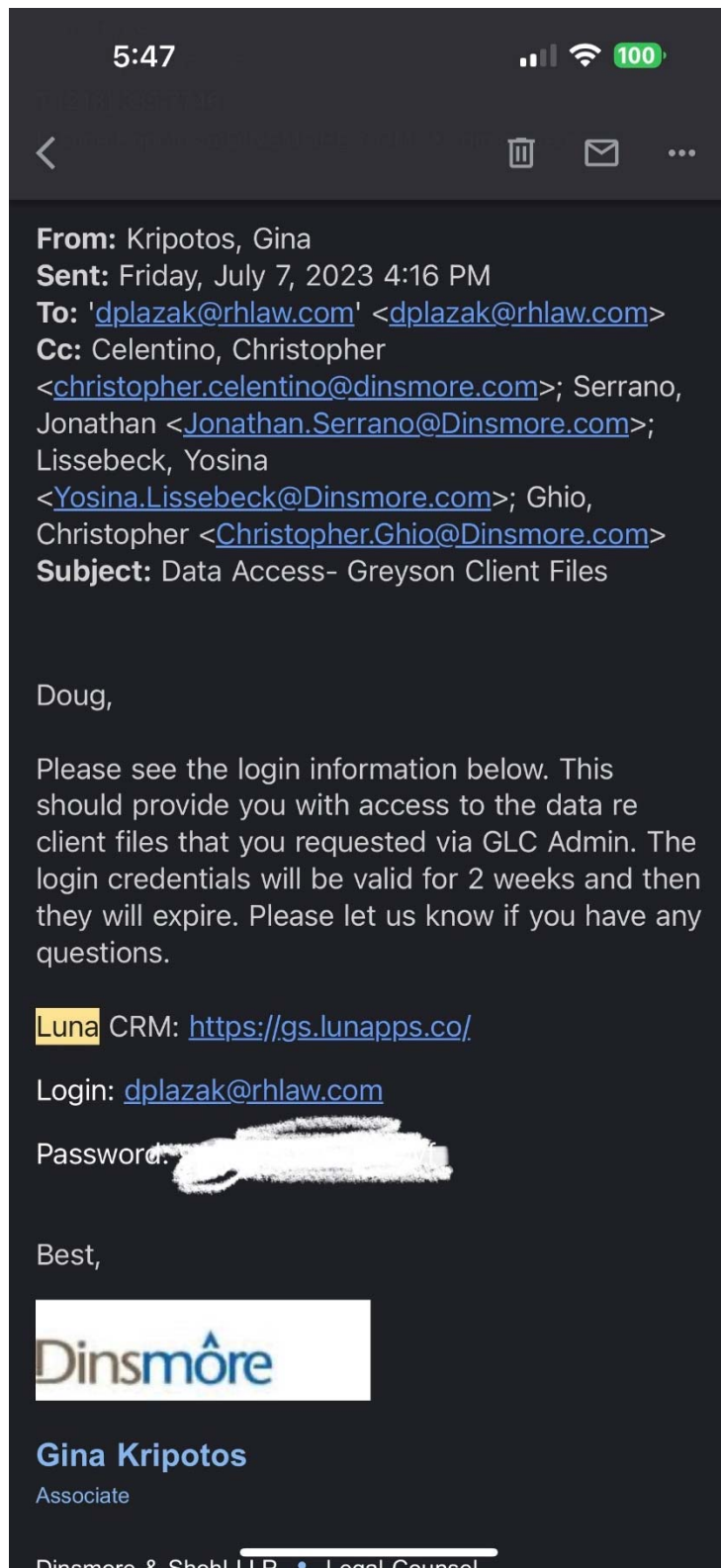


Exhibit HH

ProfileId	FirstName	Status	EnrolledDate	Total Fees
5387654612	Alfred	enrolled	5/10/2023 18:19	\$ 4,597.02
1246642515	Bartholomew	enrolled	5/25/2023 14:17	\$ 6,021.41
3269813154	Clarence	enrolled	5/1/2023 22:07	\$ 62,996.60
4544725843	Daniel	enrolled	5/10/2023 18:13	\$ 11,917.68
8876957576	Danita	enrolled	5/10/2023 18:32	\$ 4,655.20
413418372	Darlene	enrolled	4/6/2023	\$ 2,663.68
1399378542	Debora	enrolled	5/1/2023 10:03	\$ 5,821.74
6329188764	Derrick	enrolled	5/10/2023 18:16	\$ 4,297.02
5523493412	Florine	enrolled	5/10/2023 18:13	\$ 12,843.72
5741452558	Frank	enrolled	5/11/2023 22:17	\$ 30,752.22
7584699667	Hiwot	enrolled	5/11/2023 18:49	\$ 16,866.24
542446612	Karen	enrolled	5/24/2023	\$ 9,506.16
8425611557	Keith	enrolled	5/10/2023 18:19	\$ 32,134.25
269301131	Kimberly	enrolled	3/20/2023	\$ 4,239.01
2149467143	Linda	enrolled	5/19/2023 19:25	\$ 7,083.72
9546992658	Michele	enrolled	5/25/2023 19:18	\$ 16,806.75
4879471332	Nikki	enrolled	5/31/2023 19:20	\$ 3,051.16
5777787158	Quienten	enrolled	5/11/2023 22:16	\$ 17,654.58
3834594677	Roy	enrolled	5/10/2023 18:20	\$ 20,880.00
9968853499	Sung	enrolled	5/19/2023 16:09	\$ 5,985.08
1726926848	Susan	enrolled	6/2/2023 16:46	\$ 6,945.11
7143133911	Thomas	enrolled	5/18/2023 19:44	\$ 12,915.27

\$300,663.62 TOTAL

Exhibit II

	A	B	C	D	E
1	ProfileId	FirstName	Status	EnrolledDate	Total Fees
2	2255341584	Bonaventure	enrolled	5/26/2023 18:07	\$ 2,884.91
3	8124884496	Breanna	enrolled	5/22/2023 17:34	\$ 7,599.98
4	559668118	Brian	enrolled	5/24/2023	\$ 3,840.68
5	8169722736	Bryan	enrolled	5/22/2023 18:44	\$ 1,892.60
6	7719585371	Cale	enrolled	5/24/2023 15:11	\$ 3,544.06
7	7381512966	Dana	enrolled	5/31/2023 17:34	\$ 6,888.64
8	596929033	Danette	enrolled	5/23/2023	\$ 1,553.46
9	4894379969	Deborah	enrolled	5/11/2023 19:31	\$ 9,545.58
10	1481126452	Gerald	enrolled	5/26/2023 15:59	\$ 1,523.22
11	9693889179	Ivan	enrolled	5/31/2023 18:09	\$ 1,132.34
12	2443858629	Jeffrey	enrolled	6/2/2023 18:44	\$ 3,171.93
13	3382321587	Jesse	enrolled	5/22/2023 22:08	\$ 1,560.93
14	9345946116	Katherine	enrolled	5/24/2023 19:59	\$ 11,340.72
15	3746791617	Keena	enrolled	5/22/2023 19:20	\$ 19,072.91
16	2147291983	Lyle	enrolled	5/30/2023 15:58	\$ 7,353.00
17	3879236959	Lynn Marie	enrolled	5/18/2023 19:15	\$ 14,007.27
18	6991876217	Melissa	enrolled	5/26/2023 15:33	\$ 10,882.71
19	6273397941	Michelle	enrolled	5/19/2023 17:11	\$ 4,868.54
20	6461877497	Octavia	enrolled	5/31/2023 18:01	\$ 3,778.54
21	3525385249	Patsy	enrolled	5/26/2023 20:17	\$ 18,055.62
22	9157385241	Peter	enrolled	5/12/2023 0:13	\$ 9,140.27
23	6687959486	Richard	enrolled	5/22/2023 22:34	\$ 2,742.05
24	415722426	Steven	enrolled	5/25/2023	\$ 1,354.20
25	8892666518	Yvonne	enrolled	5/25/2023 18:42	\$ 6,358.95
26					
27					

\$154,093.11 TOTAL

Exhibit JJ

Service Agreement Addendum B
Bankruptcy Attorney Certifications

I hereby certify the following statements are true and accurate as a managing principal of the company requesting access to credit reports from Credit Reporting Services, Inc (CRS).

My company and/or its principal(s) is not involved in current or proposed litigation, state disputes, and/or regulatory investigations being completed by the Federal Trade Commission or any other state or federal regulating body regarding the past practices of Litigation Practice Group PC (LPG).

My company and/or its principal(s) have no current association with LPG or its entities, officers, or employees.

Because of increased risk of loss in this current market, I authorize CRS to invoice and charge the credit card or ACH on file for my company on the 5th and the 20th for prior charges accrued. This will replace standard monthly invoicing requirements listed elsewhere in the Service Agreement or Pricing Addendum.